



City of Dana Point
General Services Department
33282 Golden Lantern
Dana Point, CA 92629

**REQUEST FOR PROPOSAL
TO PROVIDE LANDSCAPE
MAINTENANCE
AT ALL CITY OWNED MEDIANS,
PARKWAYS, AND PARKS**

October 8, 2019

Sealed proposals will be received by the General Services Department, 33282 Golden
Lantern, Dana Point, CA 92629,
on or before Friday, November 1, 2019 at 3:00 P.M.

CITY OF DANA POINT

NOTICE INVITING PROPOSALS FOR LANDSCAPE MAINTENANCE OF ALL CITY OWNED MEDIANS, PARKWAYS, AND PARKS

I. General Information

PUBLIC NOTICE IS HEREBY GIVEN that the City of Dana Point, solicits Proposals using a Request for Proposal (RFP) from qualified firms that will lead to a contract to provide annual services for the landscape maintenance of all City owned medians, parkways and parks.

The purpose of this RFP is to provide the community with the best possible landscape maintenance contractor for the City at a level expected by staff and this community. The qualified firm will work closely with City staff and with sensitivity to the residents of Dana Point.

It is the intent of the City to award a contract, in a form approved by the City Attorney, to the selected firm. The City reserves the right to further negotiate the terms and conditions of the contract. The City shall preserve the right to withdraw the RFP, to reject any proposal for noncompliance with RFP provisions, or to not award a contract because of unforeseen circumstances if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. The project may not be awarded to the lowest priced bid, but will consider price, quality of services, experience, ease of administration and other factors.

II. Selection Process

A panel comprised of City staff will evaluate proposer's qualifications and submittals. The City's final selection criteria for award of contract will include, but may not be limited to, the following:

1. **Quality & Completeness of Proposal**
 - Relevance & Conciseness of Proposal submitted
 - Work Statement and Quality Control Plan
2. **Corporate Capability**
 - Qualifications and experience of staff
 - Quantity and types of equipment
 - The ability of the firm to provide the proper insurance coverage

- Financial ability of the firm to provide services to the City of Dana Point
- Specialized experience in the type of work required

3. **Reference Evaluation**

- Customer Service Record
- Performance record of the firm relating to the Project Schedule
- Quantity and Quality of work previously performed
- References

Qualification proposals will be ranked from highest to lowest for each criterion.

III. Required Qualifications

Award will be made to the firm who best meets the City's requirements and who offers the most advantageous combination of low price and highest qualifications for the other criteria. The firm must possess a valid State California Contractor's License of category C-27, which has been in good standing for a minimum of 3 years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.

The firm shall have the ability to readily provide work crews on site during the term of the contract and shall be represented by a supervisor who is competent to receive and carry out instructions, which may be given by proper authorities. The firm shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict, with the contract, which may be delivered to said party or his representatives on the work.

IV. Submission Requirements

Firms wishing to be considered for this project should submit the following, at a minimum:

1. A Statement of firm's qualifications applicable to this project, including the following:
 - a. State of California Contractor's License number, expiration date and specific license type.
 - b. Names, qualifications and proposed duties of staff to be assigned to this project.
 - c. List of staff qualifications
 - d. Technical ability and experience similar in scope to this project
 - e. Statement of past project disqualification(s) and litigation
 - f. Quality Control Plan
 - g. Customer Service Program
 - h. Safety Training Program
 - i. Industrial Safety Record

2. A description of previous experience, including projects of similar nature.
3. An outline of specific services to be performed along with schedules, list of personnel, and vehicles that would be required to complete this project.
4. Affirmative statement of compliance with indemnity and insurance.
5. A written description of the firm's plan to report green waste generated and comply with the City's recycling requirements. All landscape debris must be recycled and proof of said recycling shall be provided to the City on a monthly basis.
6. A complete list of machinery and equipment, including year, serial number and license number, to be used for this project and all available equipment in reserve to allow for breakdowns.
7. Corporate Capability

V. RFP Questions

Written questions, if any, regarding the RFP shall be sent to the address below so that they are received on or before Tuesday, October 22, 2019. Responses to all questions will be forwarded to all proposers by Thursday, October 24, 2019.

All questions must be delivered to the General Services Department, 33282 Golden Lantern, Dana Point, CA 92629 or emailed to rsedita@danapoint.org no later than 5:00 p.m., on Tuesday, October 22, 2019.

INSTRUCTIONS TO FIRMS
FOR
LANDSCAPE MAINTENANCE
OF ALL CITY OWNED MEDIANS, PARKWAYS, AND PARKS

PROPOSAL FORMS

Proposal shall be submitted, in writing, on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any proposal not meeting these requirements.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "SEALED PROPOSAL FOR LANDSCAPE MAINTENANCE OF ALL CITY OWNED MEDIANS, PARKWAYS, AND PARKS - DO NOT OPEN WITH REGULAR MAIL." Proposals may be mailed or delivered by messenger. However, it is the proposer's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY'S designated official prior to the date and time noted herein.

Proposals must be addressed as follows:
City of Dana Point
Attn: Robert Sedita, Dir. of General Services
33282 Golden Lantern, Ste 203
Dana Point, CA 92629

Each submittal must contain an original and two complete copies of a firm's proposal in a sealed package to the above referenced address.

Any additional criteria found pertinent to this proposal will be an advantage and are highly recommended.

AWARD OF CONTRACT

The award of contract, if made, will be to the firm that can provide the City the best quality services at reasonable costs as per Bid Schedule A, as determined solely by the AGENCY. Additionally, the AGENCY reserves the right to reject any or all proposals, to waive any irregularity, and to take the Proposals under advisement for a period of 35 days, or as may be required to provide for the best interests of the AGENCY. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the proposer to whom the award is contemplated

CITY OF DANA POINT
LANDSCAPE MAINTENANCE
OF ALL CITY OWNED MEDIANS AND PARKWAYS

BID SCHEDULE A

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>MONTHLY PRICE</u>	<u>ENTIRE CONTRACT AMOUNT</u>
1	Ruby Lantern (Median)	12	Month	\$_____	\$_____
2	Blue Lantern (Median, Parkway)	12	Month	\$_____	\$_____
3	Crown Valley Parkway (Median)	12	Month	\$_____	\$_____
4	Camino De Estrella (Medians, Parkways)	12	Month	\$_____	\$_____
5	Capistrano/Via Sacramento (Median)	12	Month	\$_____	\$_____
6	Camino Capistrano/Calle Fortuna (Triangle)	12	Month	\$_____	\$_____
7	Calle Naranja/Calle Carmelita	12	Month	\$_____	\$_____
8	Dana Hills High School (Parkway)	12	Month	\$_____	\$_____
9	Golden Lantern (Medians, Parkways, Slopes)	12	Month	\$_____	\$_____
10	Las Palmas Median (Triangle)	12	Month	\$_____	\$_____
11	Niguel Road (Medians, Parkway)	12	Month	\$_____	\$_____
12	Selva Road (Slope, Parkway, Medians)	12	Month	\$_____	\$_____

13	Stonehill Dr. (Medians, Parkways, Slopes)	12	Month	\$_____	\$_____
14	Victoria Blvd. (Parkway)	12	Month	\$_____	\$_____
15	Calle Dolores (Triangle, Median)	12	Month	\$_____	\$_____
16	Doheny Village Landscape (Planters, Parkways)	12	Month	\$_____	\$_____
17	Town Center Landscape (Planters, Parkways)	12	Month	\$_____	\$_____
18	Acapulco Dr. (Parkway)	12	Month	\$_____	\$_____
19	Blue Fin Planters (Parkway)	12	Month	\$_____	\$_____
20	Del Obispo (Median, Parkway)	12	Month	\$_____	\$_____
21	Pacific Coast Highway (Tree wells, Medians)	12	Month	\$_____	\$_____
22	Calle Maria Triangle	12	Month	\$_____	\$_____
23	Seven Seas Median	12	Month	\$_____	\$_____
24	PCH Bridge	12	Month	\$_____	\$_____
25	PCH to Selva Pathway	12	Month	\$_____	\$_____
26	Selva Rd. Lot BB Parkway	12	Month	\$_____	\$_____
27	Green Lantern Median	12	Month	\$_____	\$_____
28	La Cresta Medians	12	Month	\$_____	\$_____
29	Del Prado Medians, Parkways, Tree Wells	12	Month	\$_____	\$_____

30	Palisades Parkway and Triangle	12	Month	\$_____	\$_____
31	Doheny Park Rd. Median	12	Month	\$_____	\$_____
32	Camino Capistrano and Victoria Parkway	12	Month	\$_____	\$_____
33	Salt Creek Bike Path Trash	12	Month	\$_____	\$_____
34	Doheny Park Rd. Parking Lot	12	Month	\$_____	\$_____
35	Golden Lantern Grant Parkway	12	Month	\$_____	\$_____
36	Zephyr Park	12	Month	\$_____	\$_____
37	Sepulveda Parkway	12	Month	\$_____	\$_____
36	Total cost to purchase and plant 1000 one gallon plants per year				\$_____
37	Monument Color 4x a yr 115 flats minimum 3x non premium 1x cyclamen				\$_____

TOTAL AMOUNT, BID SCHEDULE A, IN FIGURES \$_____

TOTAL AMOUNT IN WORDS _____

CITY OF DANA POINT
LANDSCAPE MAINTENANCE
OF ALL CITY OWNED PARKS

BID SCHEDULE A

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>MONTHLY PRICE</u>	<u>ENTIRE CONTRACT AMOUNT</u>
1	Blufftop Trail	12	Month	\$_____	\$_____
2	Chloe Luke Overlook	12	Month	\$_____	\$_____
3	City Plaza	12	Month	\$_____	\$_____
4	Creekside Park	12	Month	\$_____	\$_____
5	Crystal Cove Park	12	Month	\$_____	\$_____
6	Dana Crest Park	12	Month	\$_____	\$_____
7	Dana Woods Park	12	Month	\$_____	\$_____
8	Del Obispo Community Park	12	Month	\$_____	\$_____
9	Harry Otsubo Community Gardens	12	Month	\$_____	\$_____
10	Heritage Park	12	Month	\$_____	\$_____
11	Lantern Village Park	12	Month	\$_____	\$_____
12	La Plaza Park	12	Month	\$_____	\$_____
13	Louise Leyden Park	12	Month	\$_____	\$_____
14	Palisades Gazebo Park	12	Month	\$_____	\$_____
15	Pines Park	12	Month	\$_____	\$_____
16	Sea Canyon Park/ Lot 10 C dg path	12	Month	\$_____	\$_____

17	Shipwreck Park	12	Month	\$_____	\$_____
18	Sunset Park	12	Month	\$_____	\$_____
19	Sycamore Creek Trail	12	Month	\$_____	\$_____
20	Thunderbird Park	12	Month	\$_____	\$_____
21	Lantern Bay Community Park	12	Month	\$_____	\$_____
22	Sampson Overlook	12	Month	\$_____	\$_____
23	Calle Paloma	12	Month	\$_____	\$_____
24	Nature Interpretive Center/Scenic Dr. trash	12	Month	\$_____	\$_____
25	Switchback Trail Swept 5x per week	12	Month	\$_____	\$_____
26	Coast Highway/PED Crossing Planter	12	Month	\$_____	\$_____
27	DHHS Sports Park Trash P/U/ Blow only 4 times per week	12	Month	\$_____	\$_____
28	Sea View Park	12	Month	\$_____	\$_____
29	Hilltop Park- trash only	12	Month	\$_____	\$_____
30	Harbor Point Park- trash only	12	Month	\$_____	\$_____
31	Cost to purchase and plant 2000 one gallon plants per year				\$_____

TOTAL AMOUNT, BID SCHEDULE A, IN FIGURES \$_____

TOTAL AMOUNT IN WORDS _____

HOURLY RATES

POSITION

REGULAR TIME

OVERTIME

Supervisor

\$ _____

\$ _____

Laborer

\$ _____

\$ _____

Specialty Personnel:

**A. _____
\$ _____**

\$ _____

**B. _____
\$ _____**

\$ _____

**C. _____
\$ _____**

\$ _____

**CITY OF DANA POINT
CONTRACT LABOR SUMMARY**

**LANDSCAPE MAINTENANCE OF ALL CITY OWNED MEDIANS, PARKWAYS, AND
PARKS**

Please show the number of full-time positions provided by the Contractor to perform services in the City owned medians, parkways, and parks. Additionally, City staff will evaluate proposals to insure that a satisfactory number of positions have been provided for by the Contractor to insure a high level of landscape maintenance throughout the City. This labor summary and the selection criteria for award of contract will be used by the City to select the most responsible proposal.

Please designate the number of full-time (40 hours per week) employees that have been included in your proposal for the medians, parkways and parks.

	<u>City's Minimum Requirements</u>	<u>Contractor's Proposed Manpower</u>
1. Supervisor	1 - 40 hours/week	_____
2. Irrigation Specialists	2 -40 hours/week	_____
3. Landscape Laborers	10 – 40 hours/week	_____

To insure a high level of performance, more manpower may be required at any time depending on the Contractor's ability to perform all work efficiently and according to all specifications. Any adjustments to manpower must occur immediately when requested by the City's representative.

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which PROPOSER has performed similar work within the past 2 years:

1. _____
Name and Address of Owner

Name and telephone number of person familiar with project

Contract amount Type of work Date completed
2. _____
Name and Address of Owner

Name and telephone number of person familiar with project

Contract amount Type of work Date completed
3. _____
Name and Address of Owner

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

The following are the names, addresses, and telephone numbers of the company from whom PROPOSER intends to procure insurance:

PROPOSER'S INFORMATION

PROPOSER certifies that the following information is true and correct:

Proposer's Name _____

Business Address _____

Telephone _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBAs, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officerpersonally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

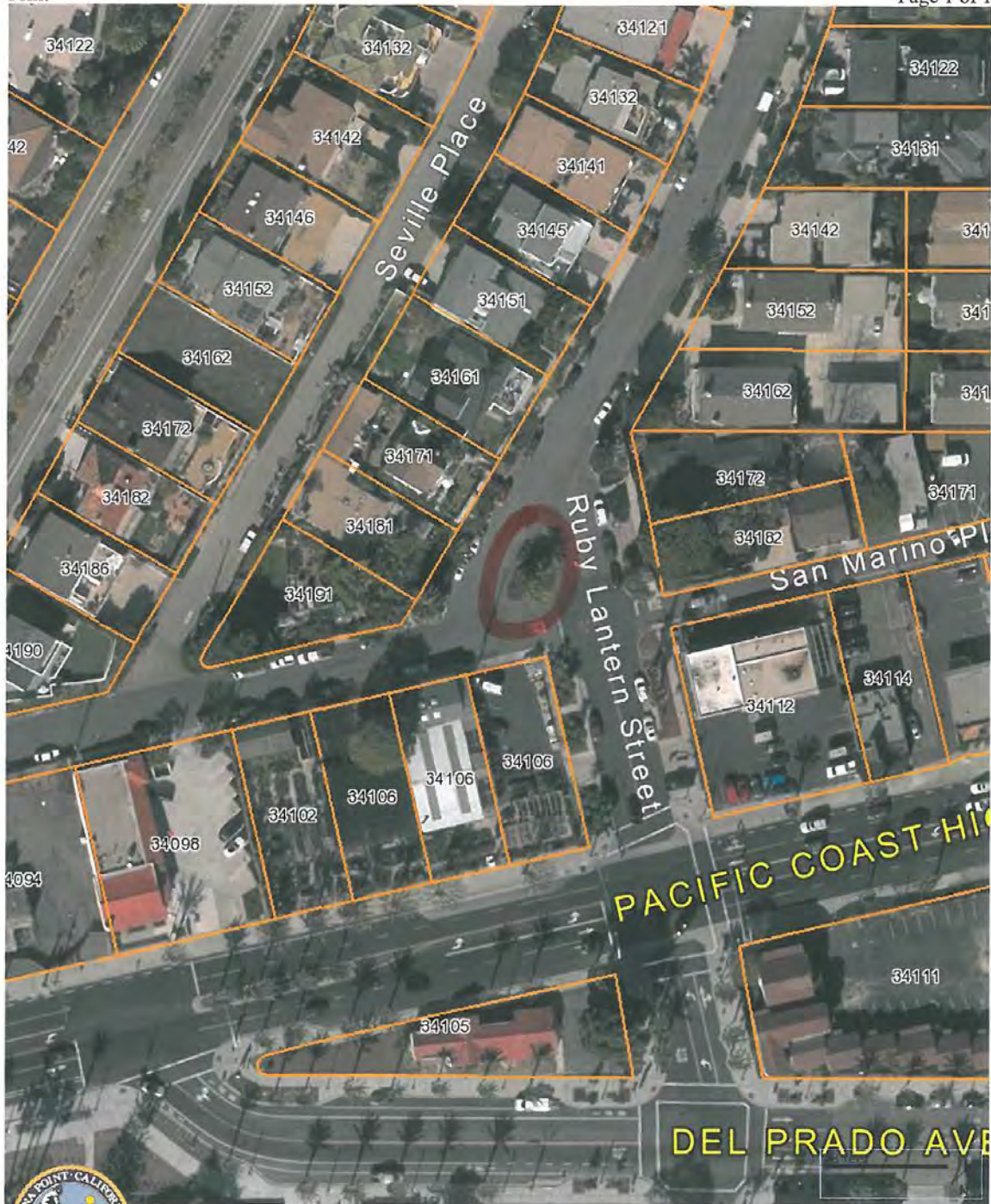
Signer Is Representing: _____

Arial View of Park, Parkways and Medians

Parkways and Medians

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1. Ruby Lantern Median

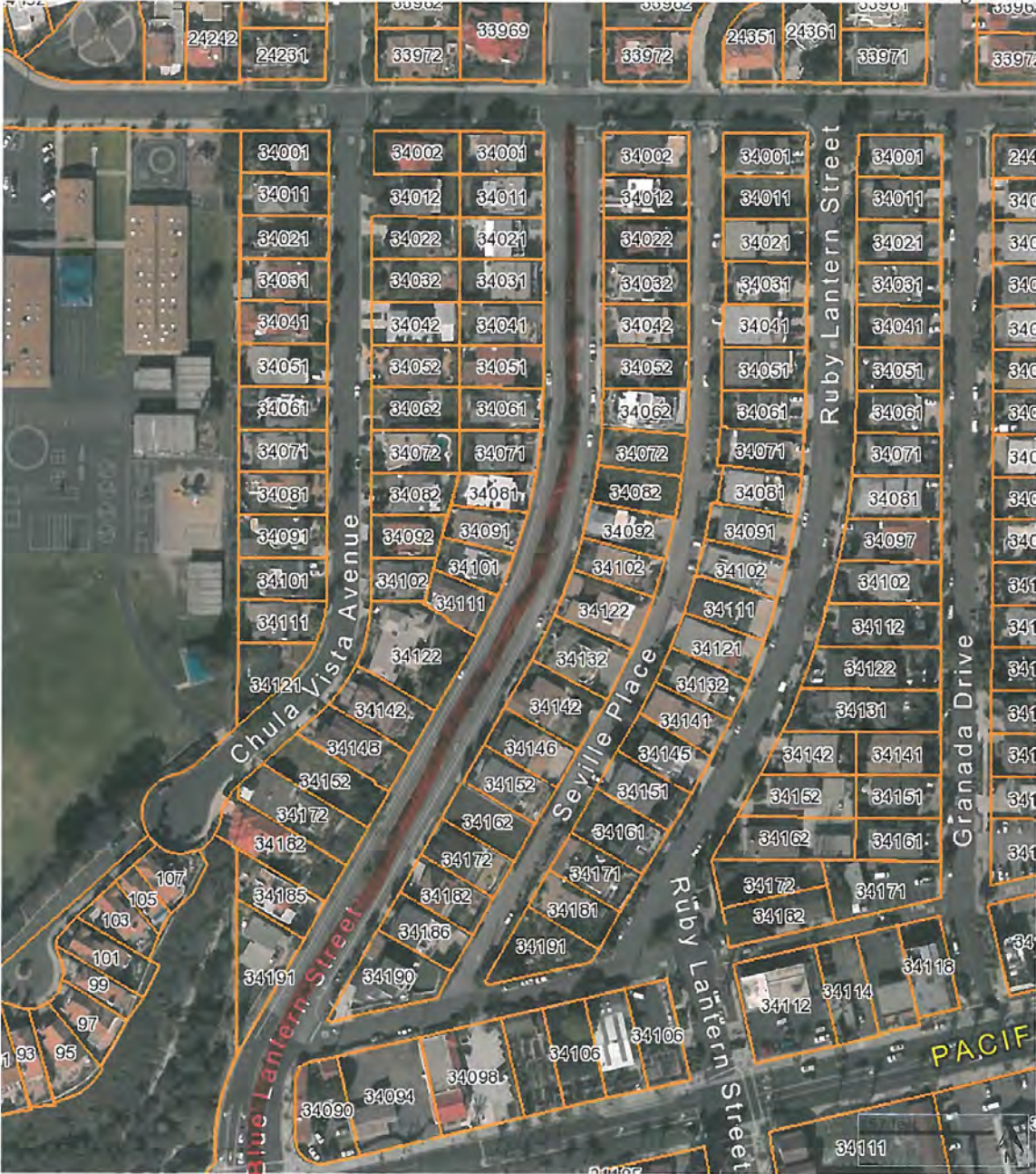
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2. Blue Lantern Median

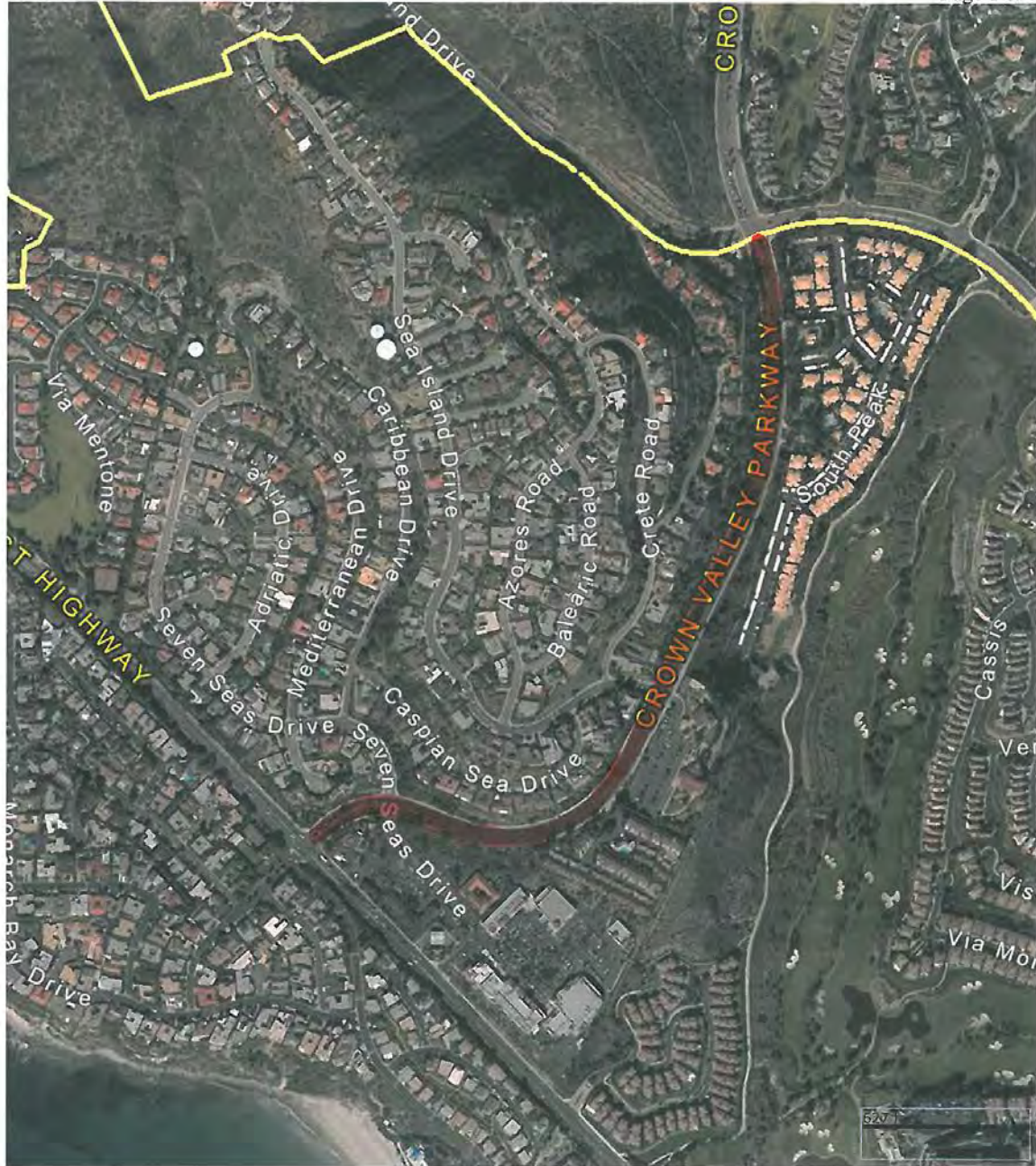


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3. Crown Valley Parkway Median

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4. Camino Del Estrella Median and



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5. Camino Capistrano/ Via Sacramento Median

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6. Camino Capistrano/Calle Fortuna

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7. Calle Naranja/Calle Carmelita

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8. Dana Hills High School Parkway

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9. Golden Lantern

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a. Golden Lantern Parkway



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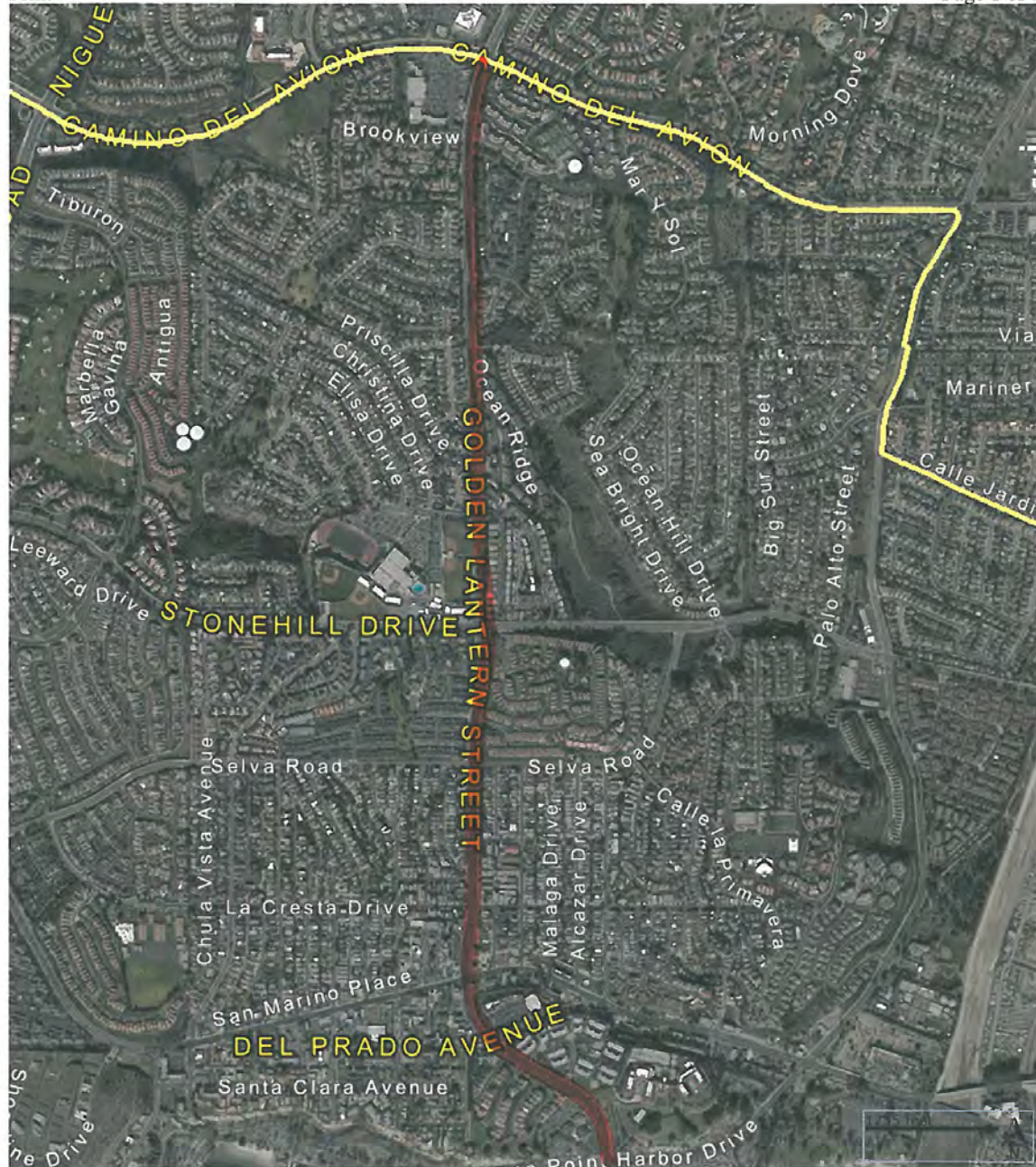
b. Golden Lantern Parkway

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c. Golden Lantern Median, Parkway and Slopes

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10. Avenida Las Palmas

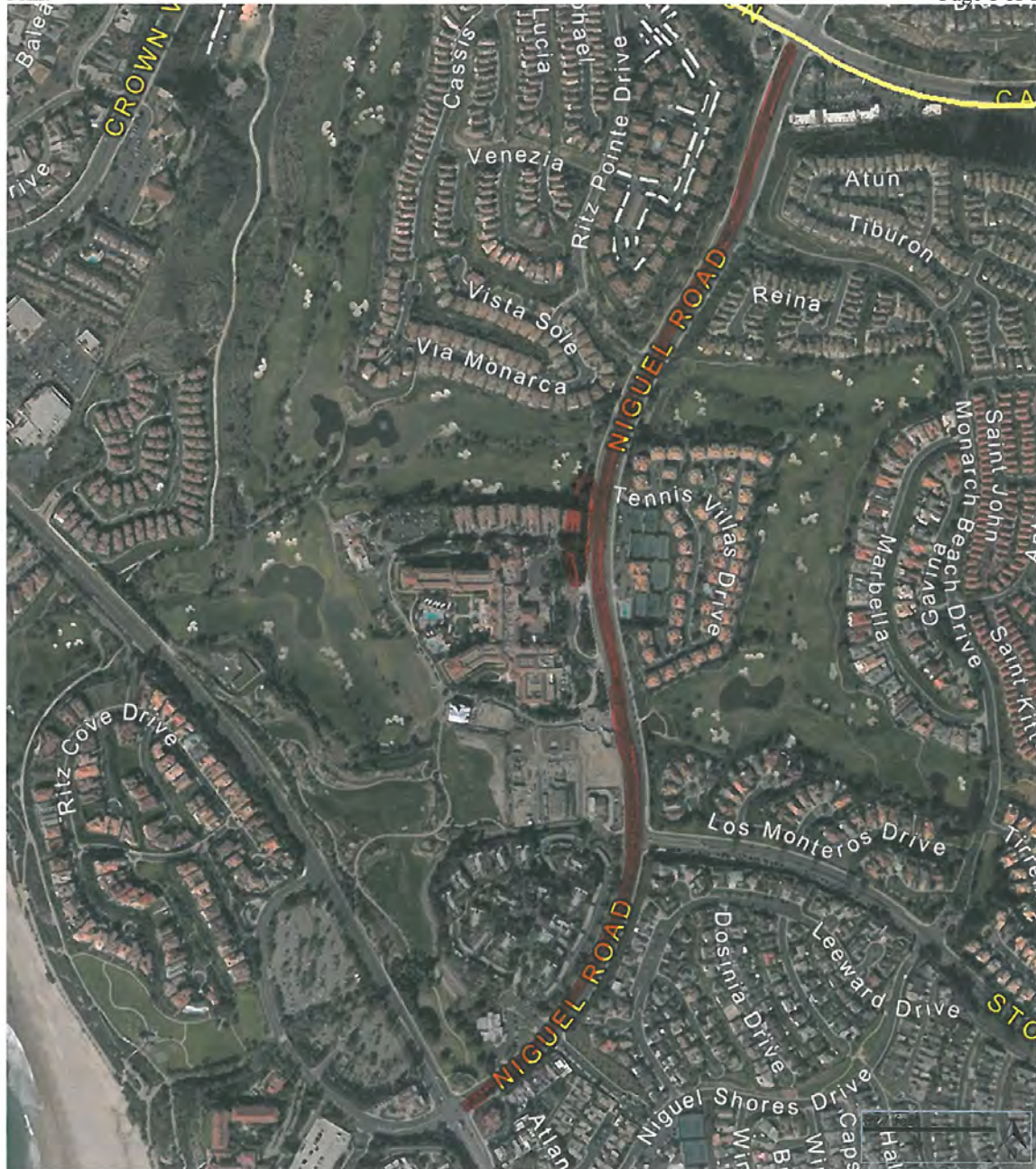
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11. Niguel Road Median and Parkway



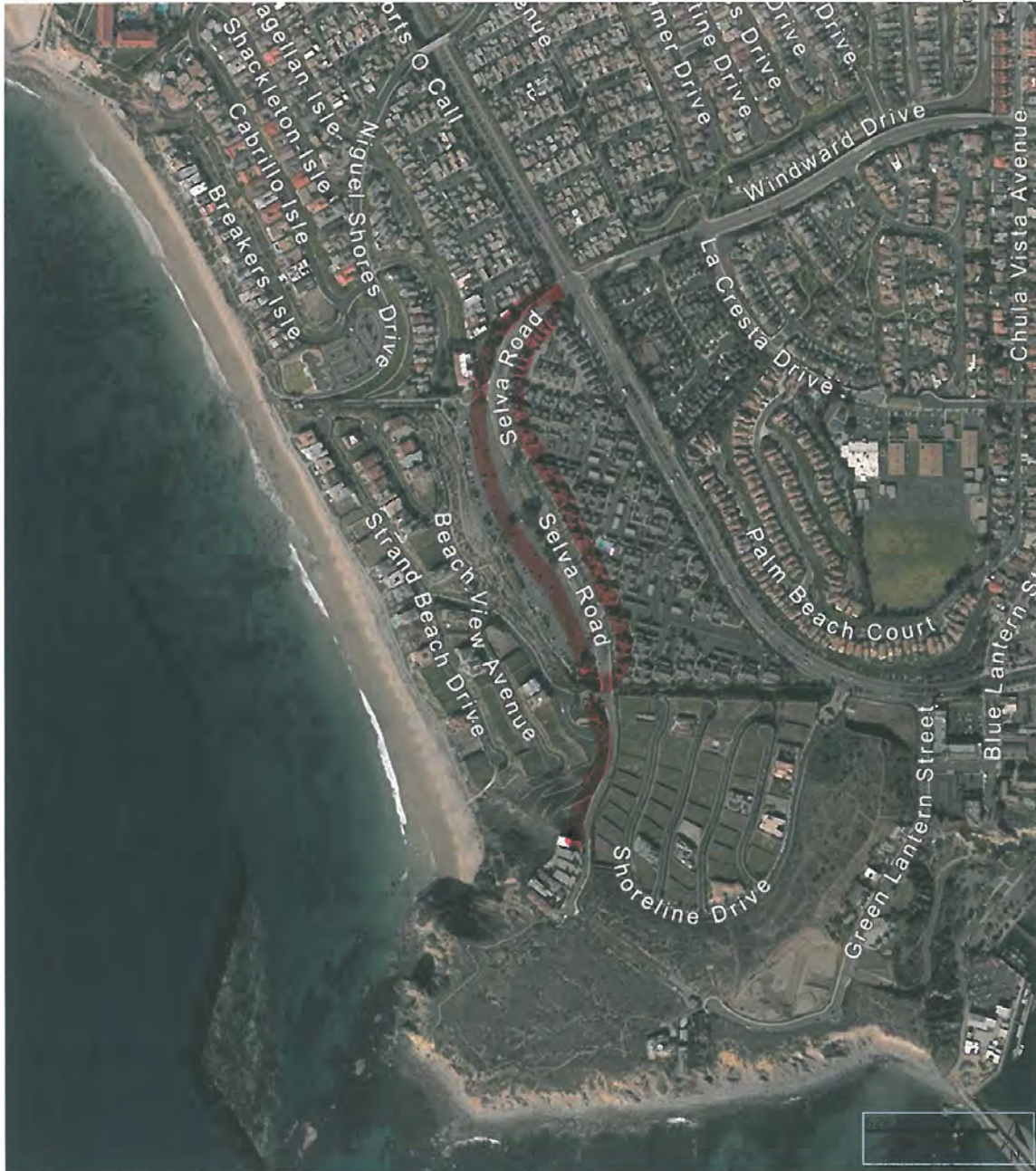
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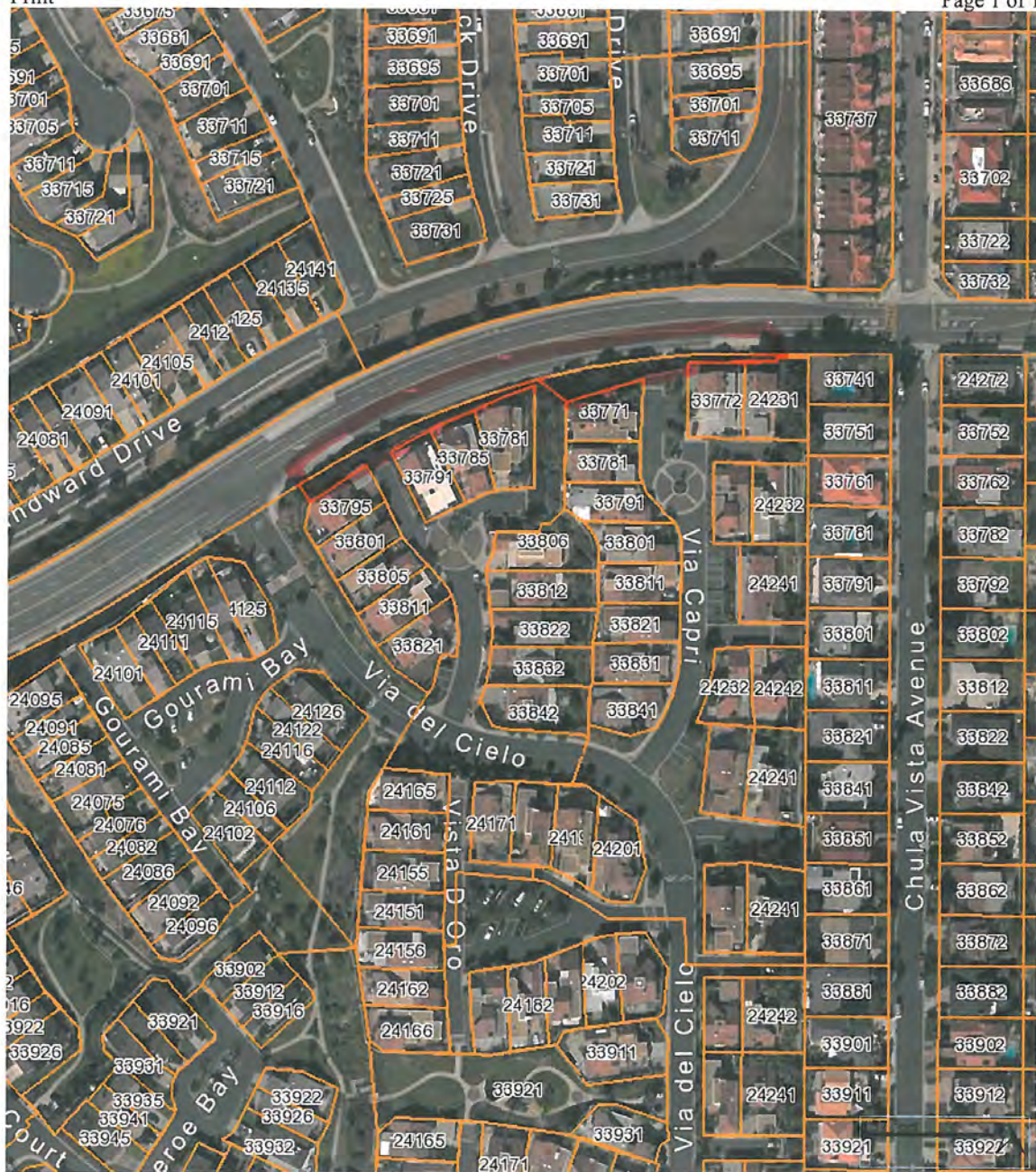
12.Selva Road Median and Parkway



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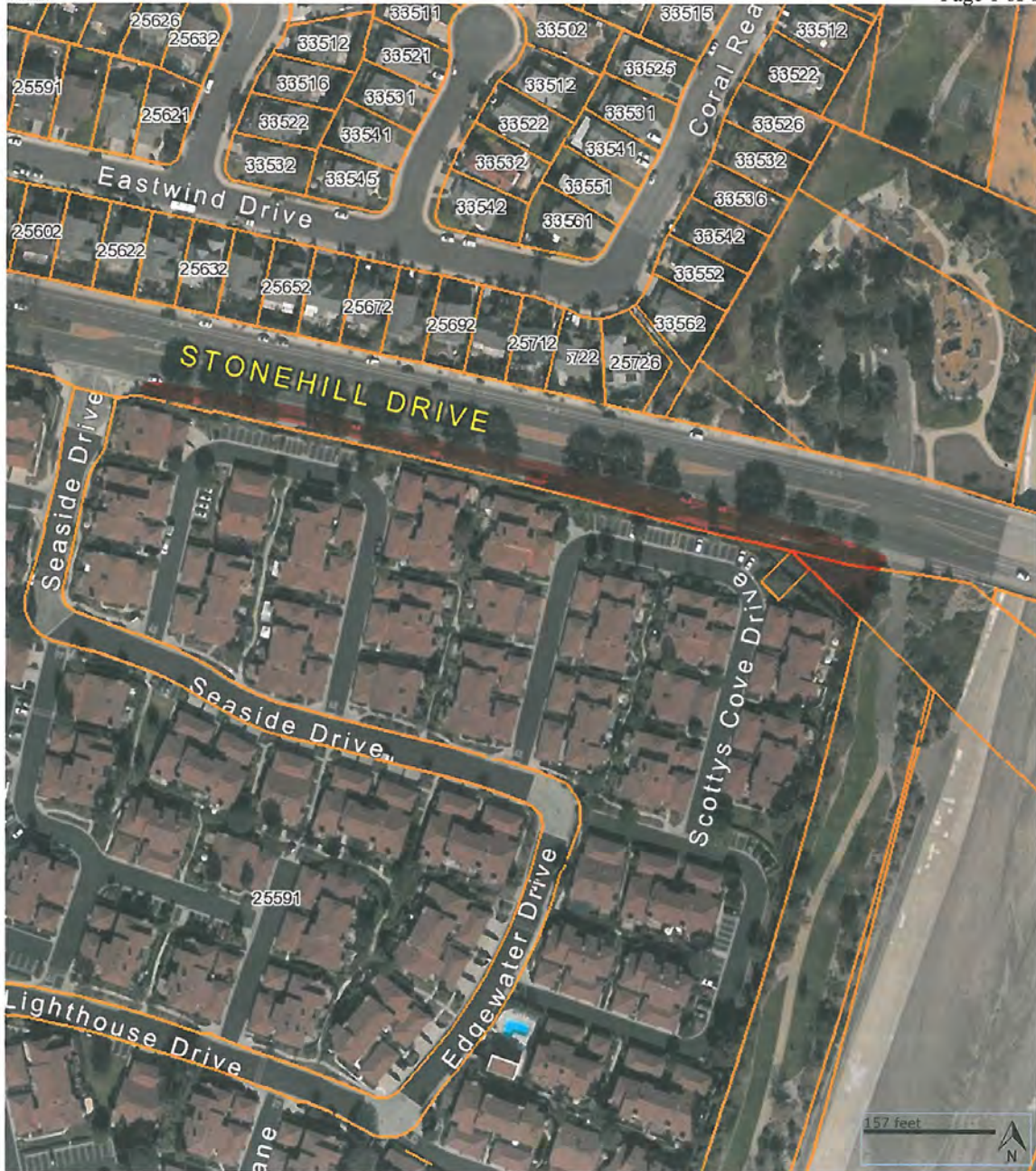


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Parkways and Medians

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13.Stonehill Parkway

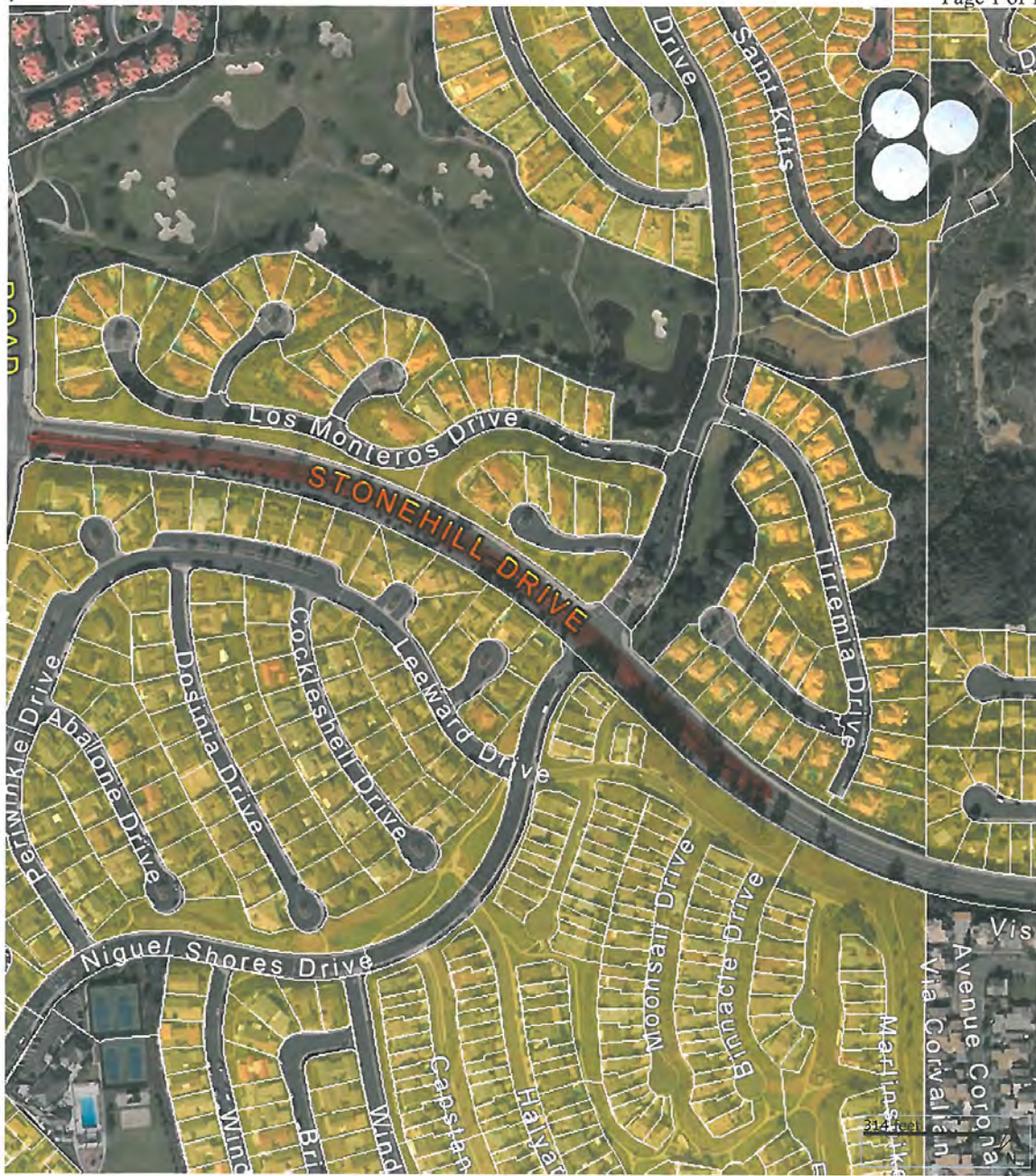


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a. Stonehill Median



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b. Stonehill Parkway

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c. Stonehill Slope

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Parkways and Medians



14.Victoria Blvd. Parkway



Parkways and Medians



a. Victoria Blvd. Parkway



Parkways and Medians

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15.Calle Dolores Triangle

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16.Doheny Village Landscape Parkway



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a. Doheny Village Landscape Parkway



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b. Doheny Village Landscape Parkway

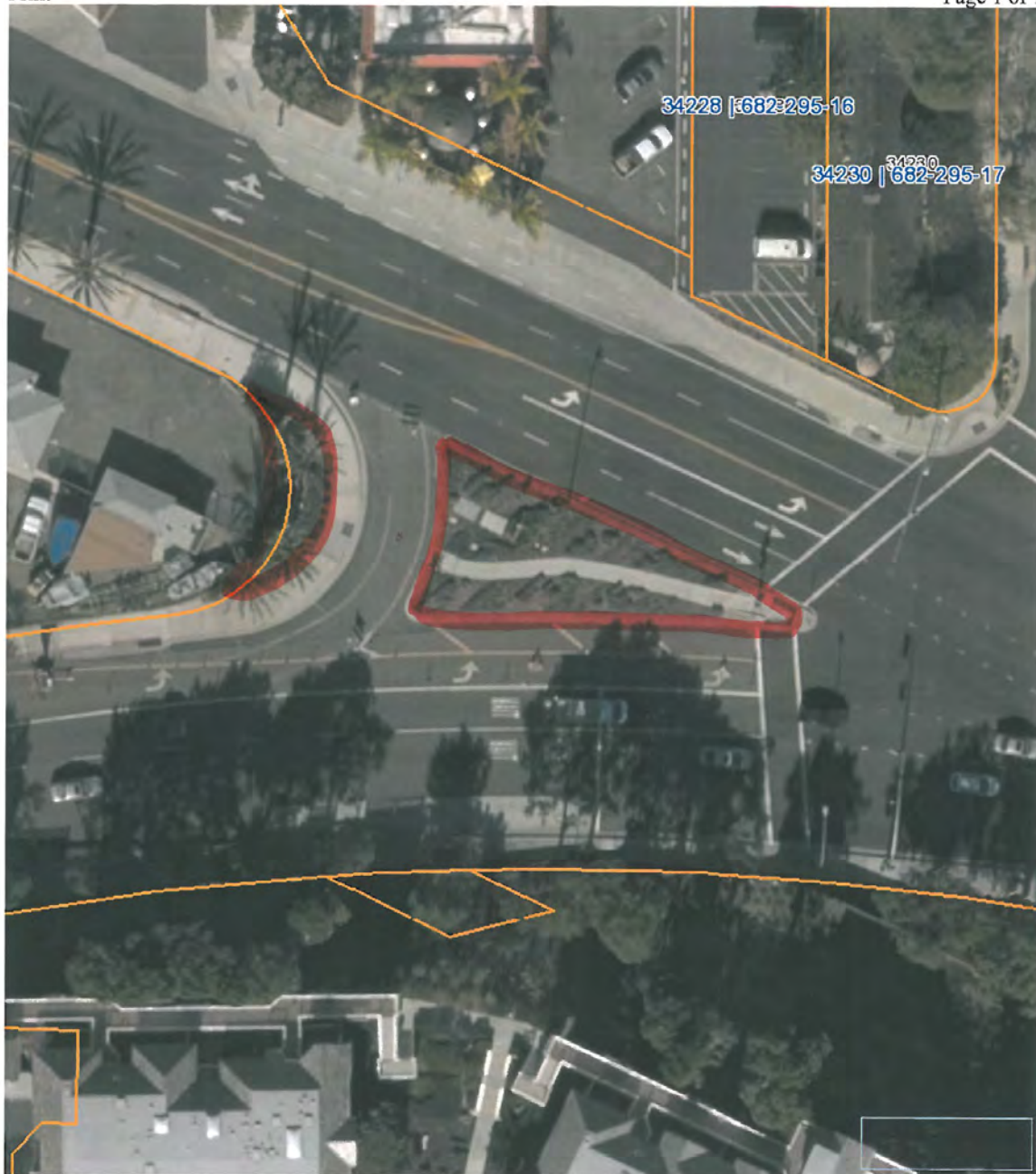
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17.Town Center



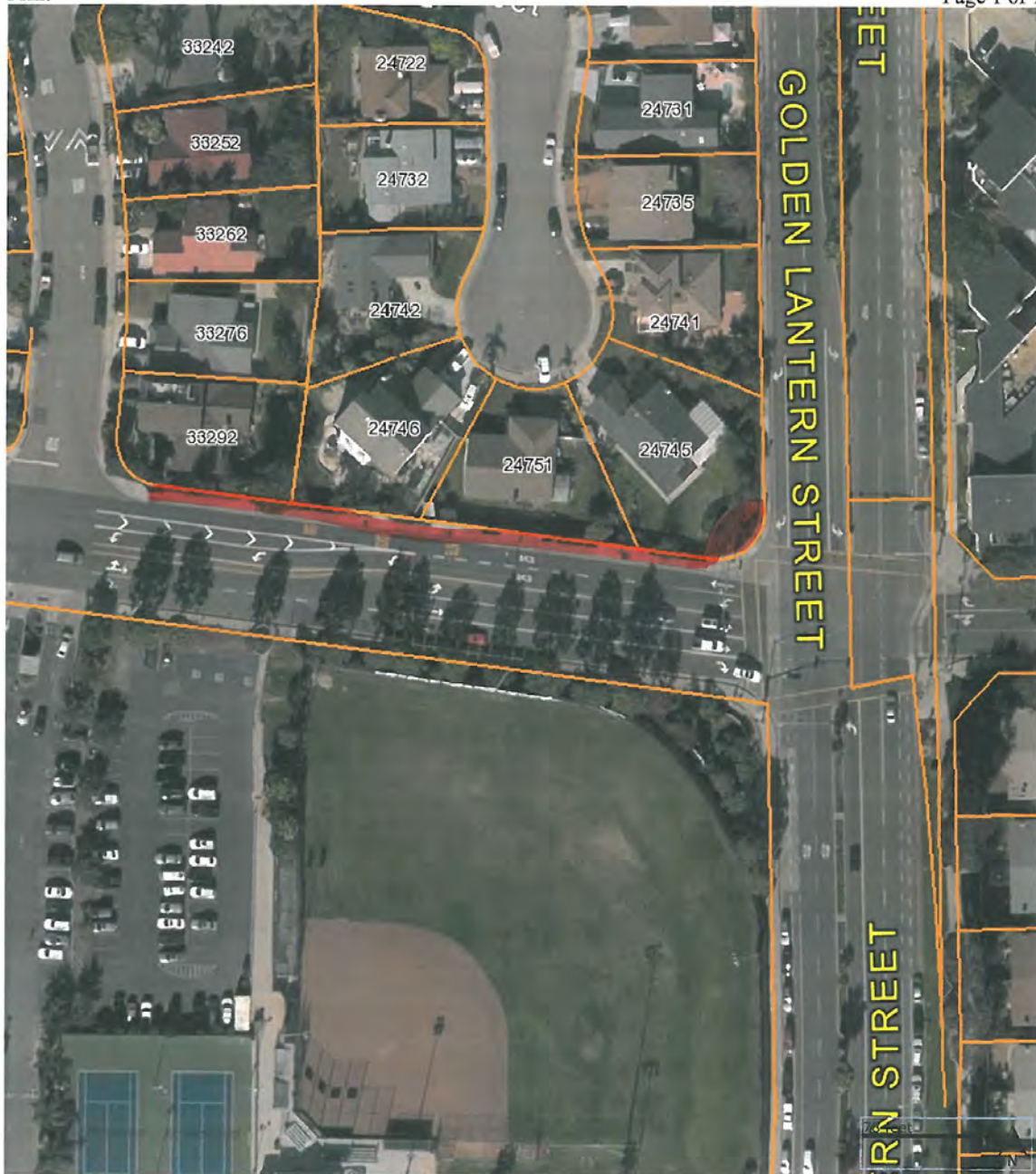
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18.Acapuco Dr.



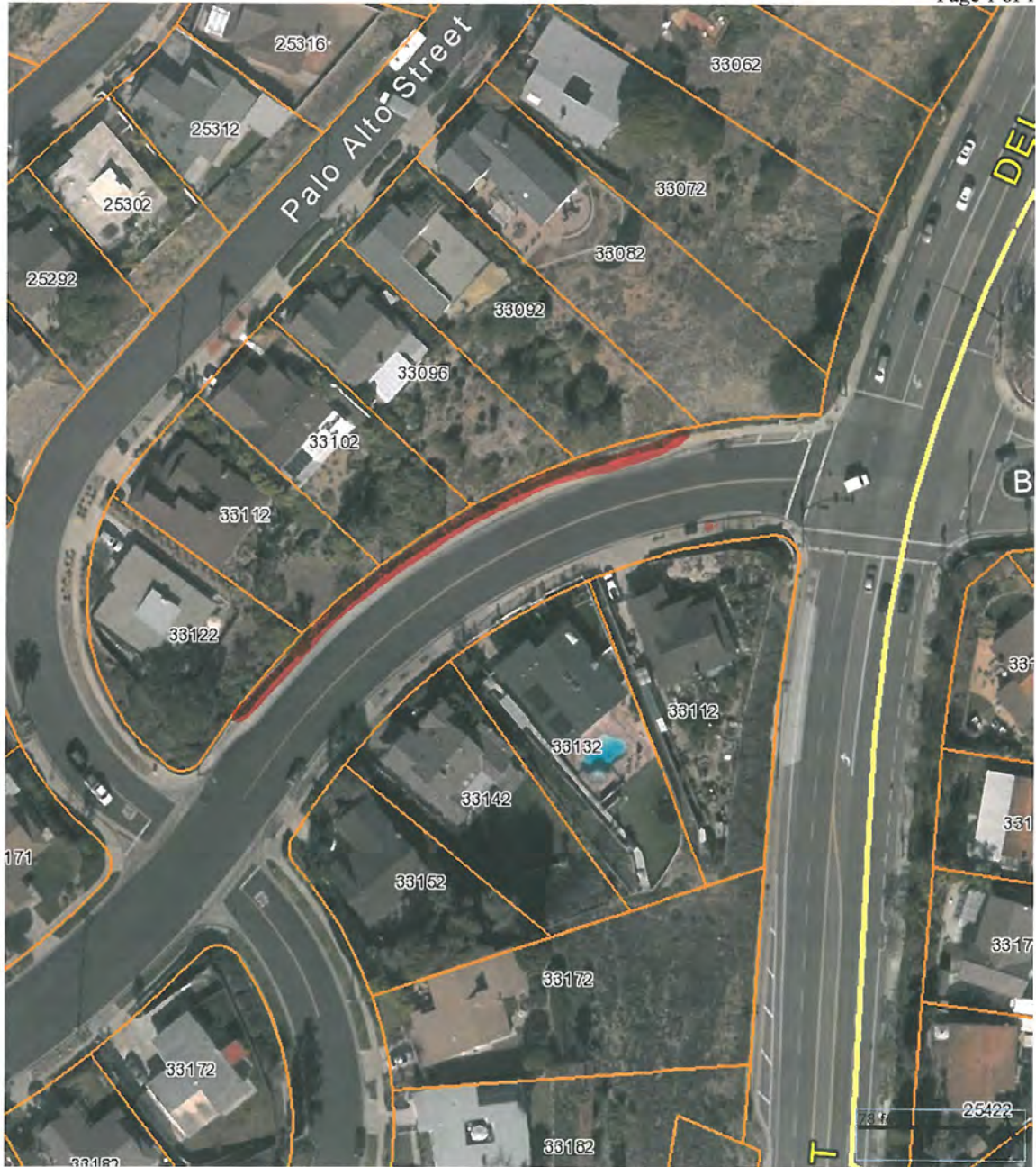
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19.Bluefin Planters

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20. Del Obispo Medians



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a. Del Obispo Parkway

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**21. Pacific Coast Highway
Tree Wells and**



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a. Pacific Coast Highway Parkways

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22.Calle Maria Triangle



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23.Seven Seas Median

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24.PCH Bridge

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Parkways and Medians

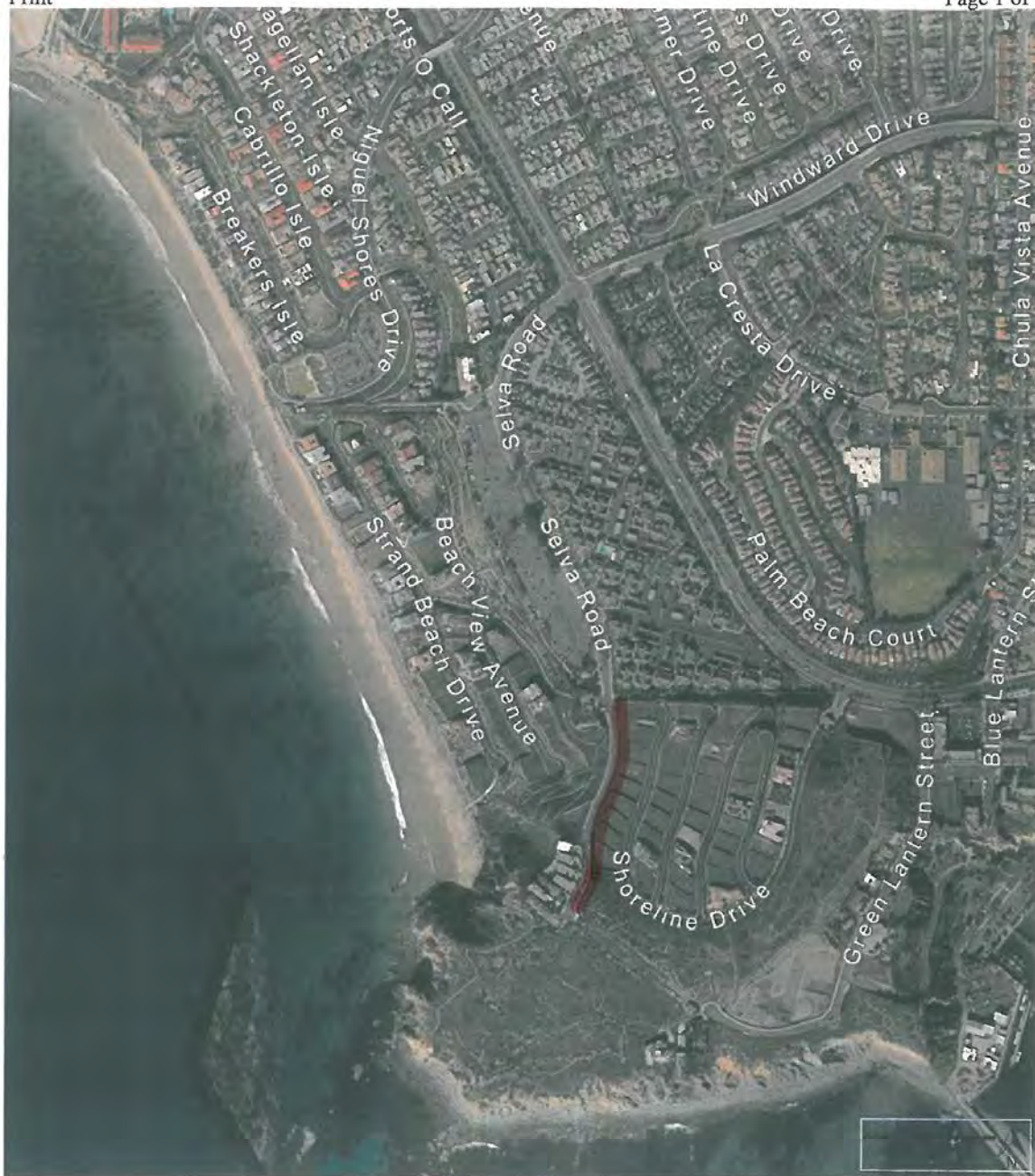


25.PCH to Selva Parkway

Parkways and Medians

Print

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26.Selva Rd. Lot BB Parkway



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Parkways and Medians

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27.Green Lantern/Scenic Drive Parkway

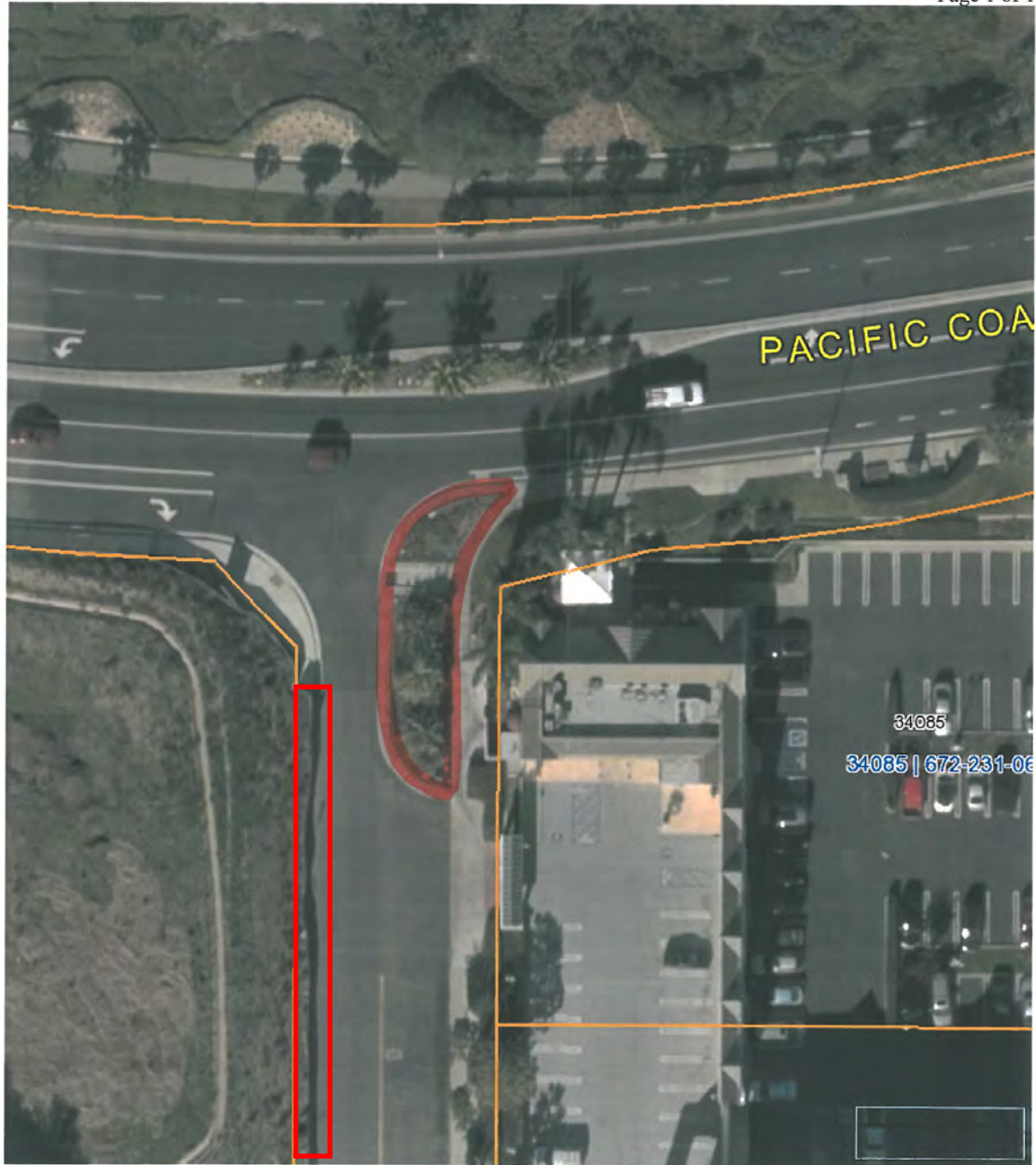
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a. Green Lantern Parkway

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Parkways and Medians

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28.La Cresta Medians

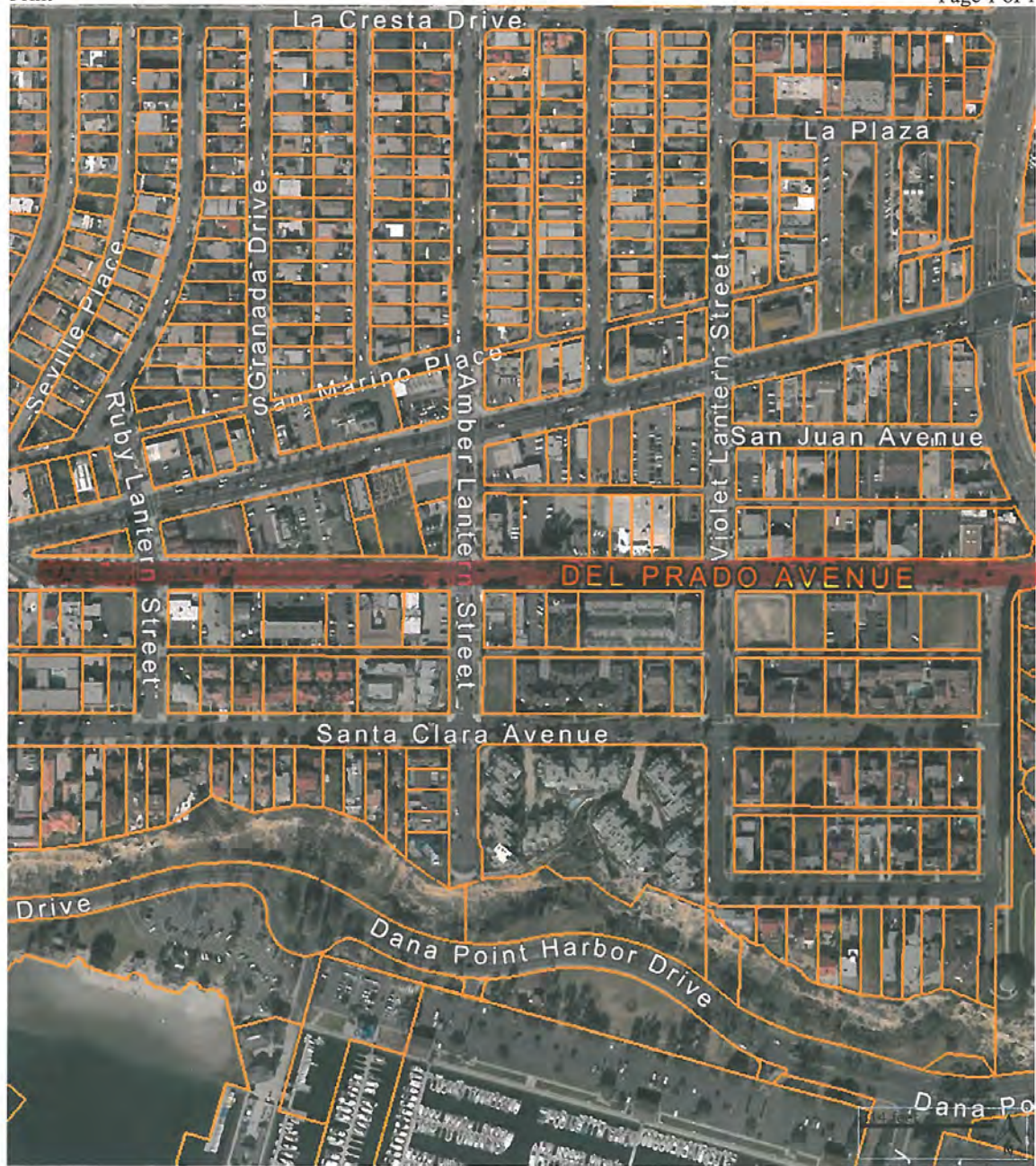
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Parkways and Medians

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29.Del Prado Medians, Parkway and Tree Wells

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a. Del Prado Parkway

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30. Palisades Triangle

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a. Palisades Parkway

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Parkways and Medians

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31.Doheny Park Rd. Median



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Parkways and Medians

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32. Camino Capistrano and Victoria Parkway

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Parkways and Medians

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33.Salt Creek Bike Path Trash



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Parkways and Medians

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34.Doheny Park Rd Parking Lot

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Parkways and Medians

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35. Golden Lantern Grant Parkway



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Parkways and Medians



36.Zephyr Park – North and South Sections

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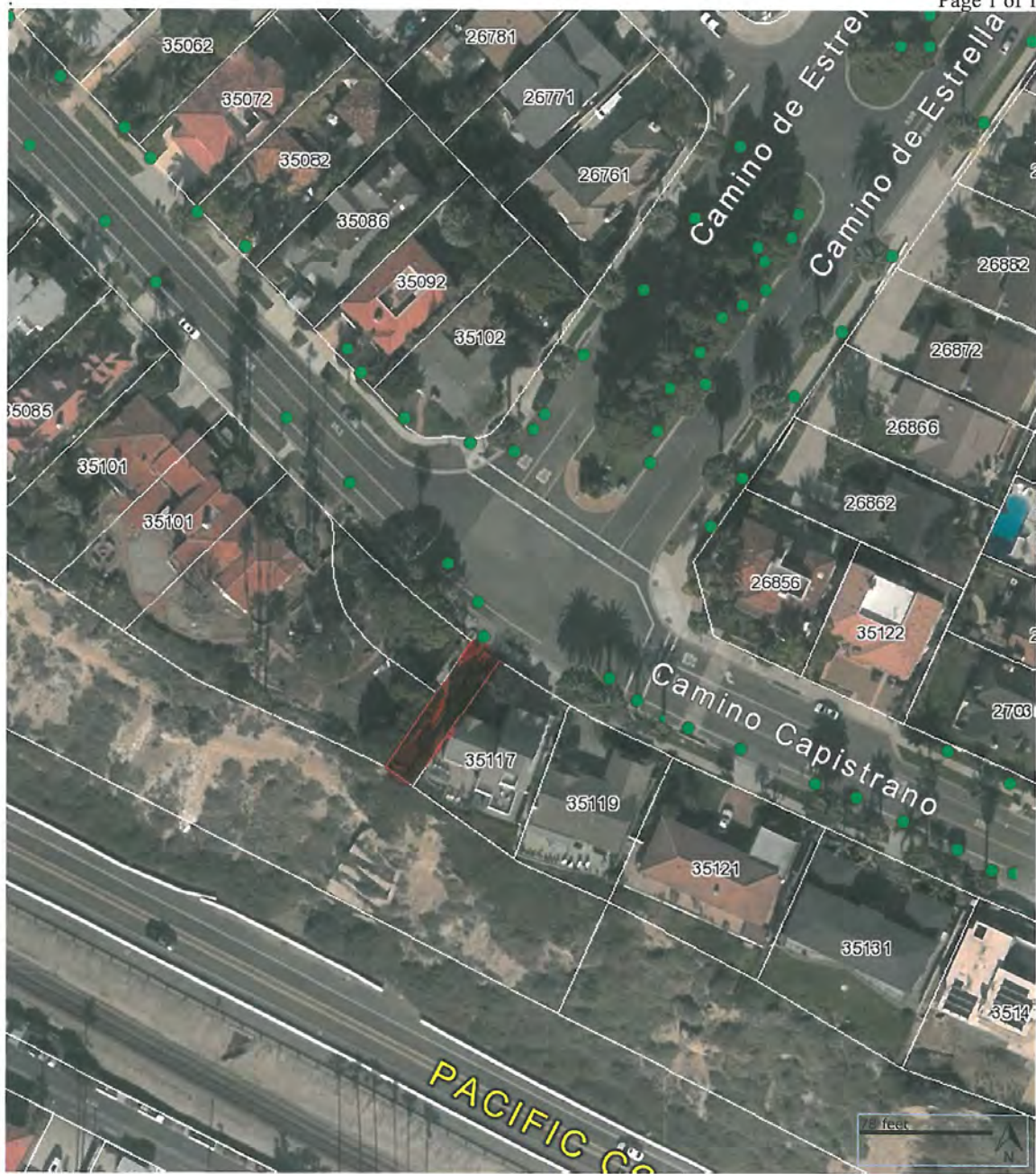


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2. Chloe Luke Overlook



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3. City Plaza

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4. Creekside Park



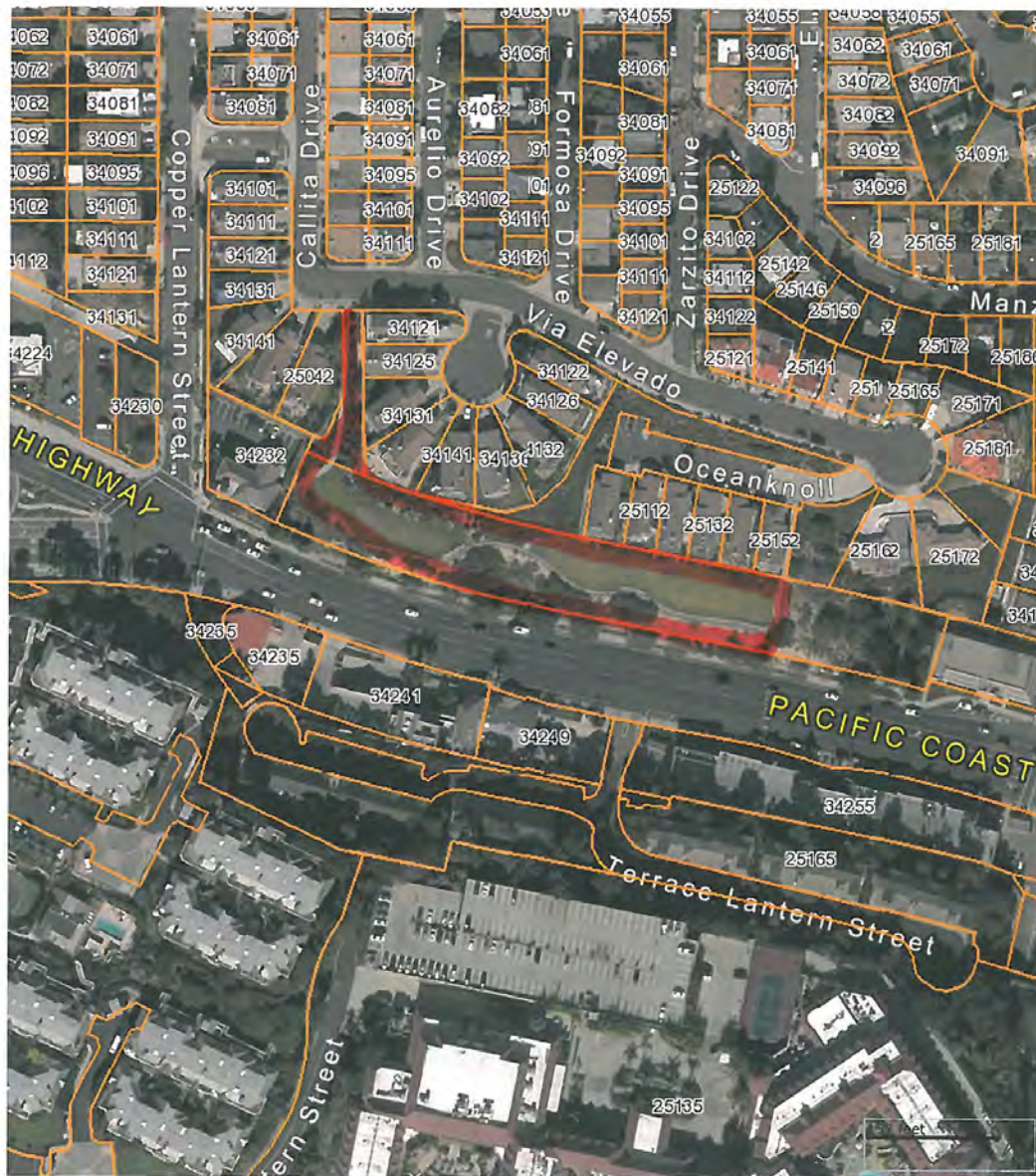
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5. Crystal Cove Park



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6. Dana Crest

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7. Dana Woods

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8. Del Obispo Community Park

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9. Harry Otsubo Community Garden

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12. La Plaza

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13. Louise Leyden Park

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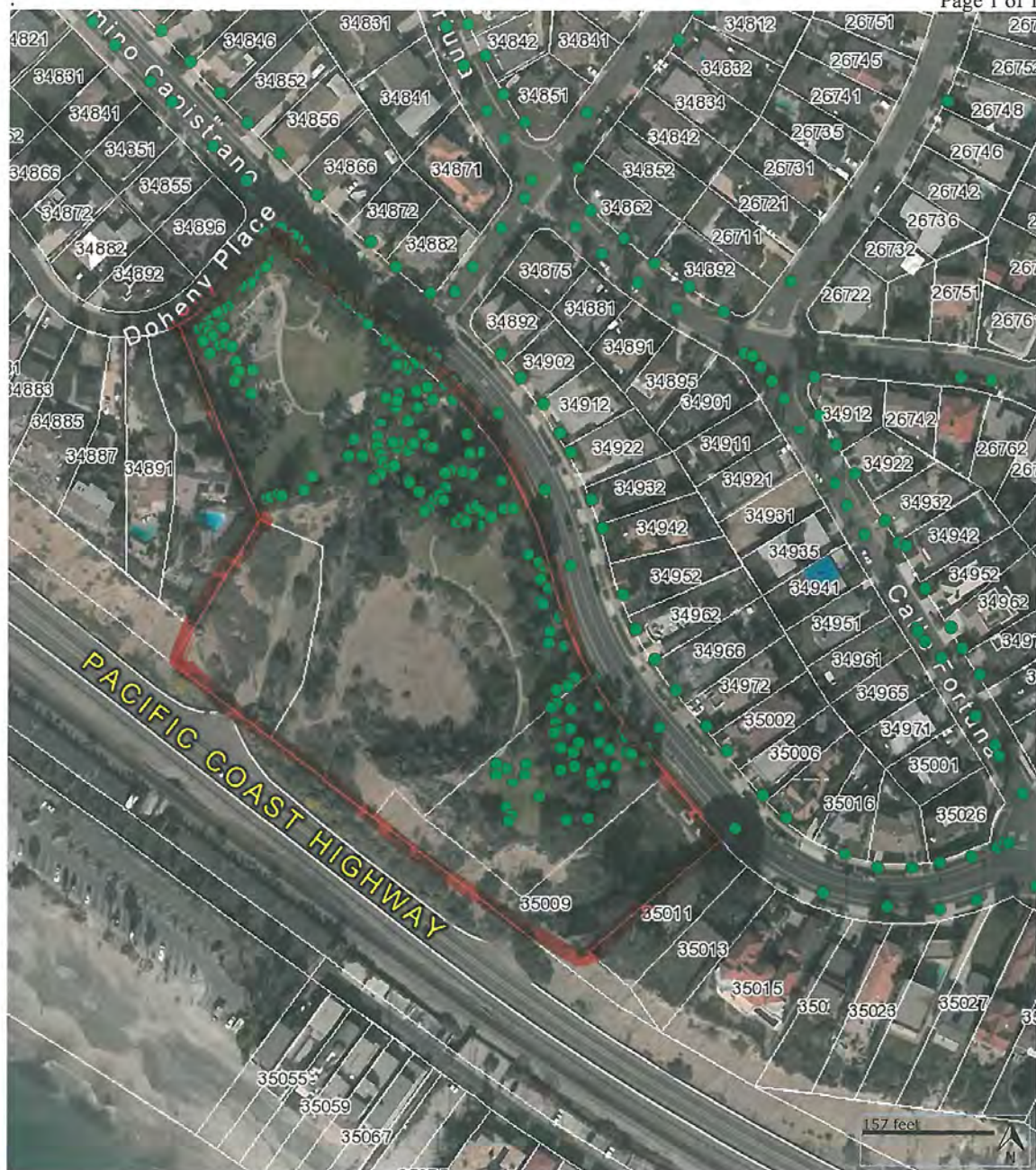
14. Palisades Gazebo Park

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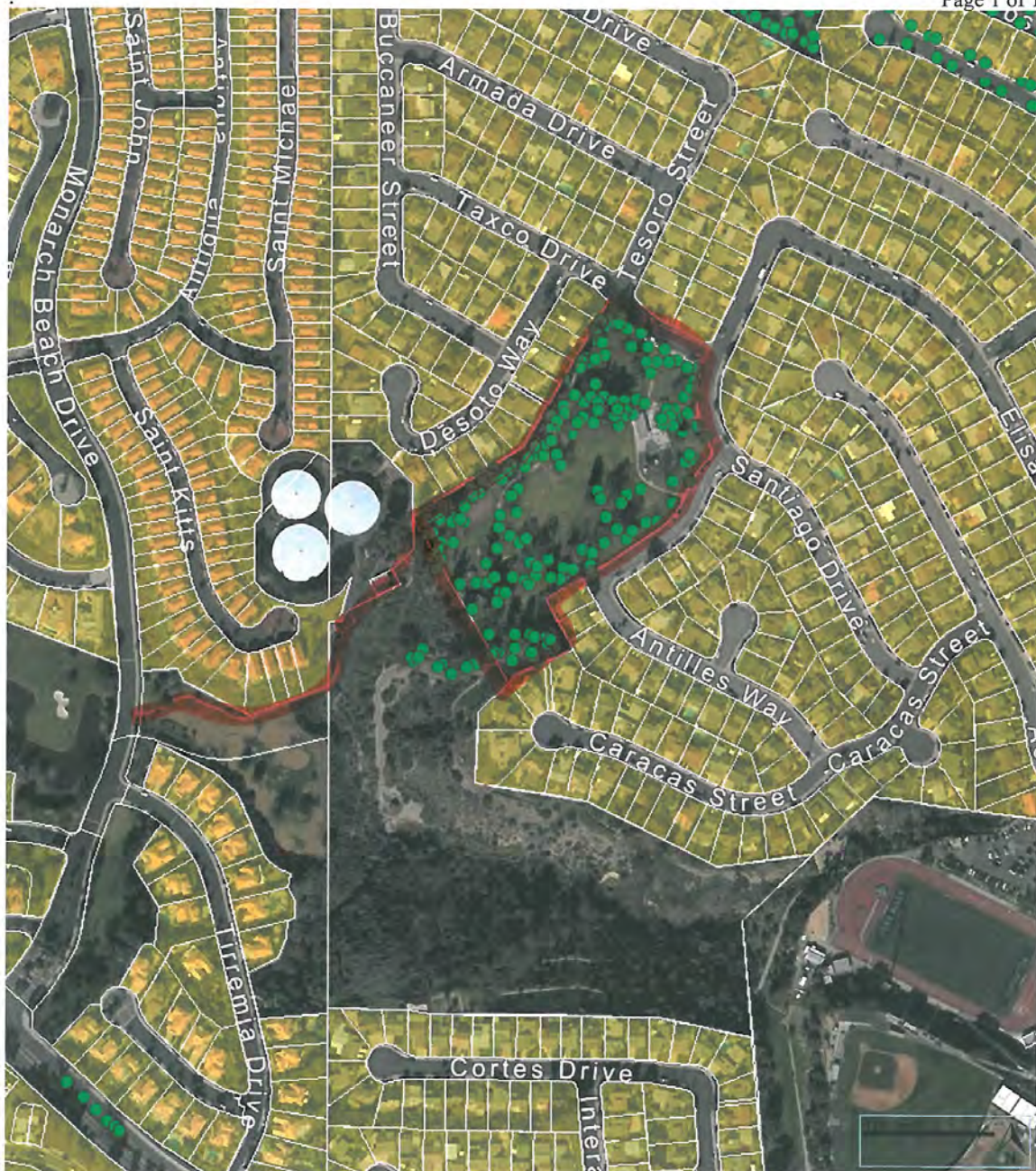
15. Pines Park

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16. Sea Canyon Park/Lot 10C dg Path

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17. Shipwreck Park

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18. Sunset Park

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19. Sycamore Creek Trail

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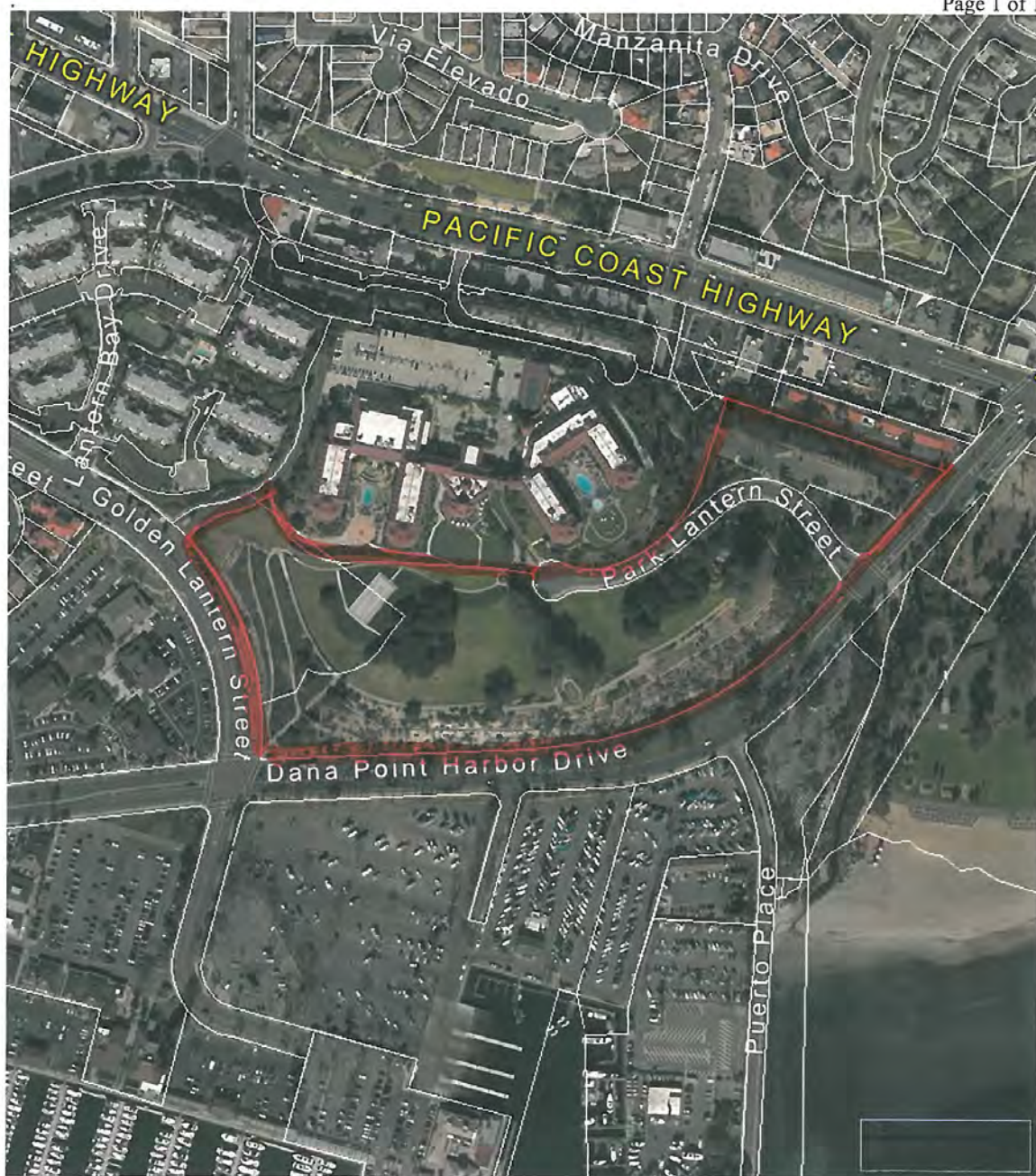
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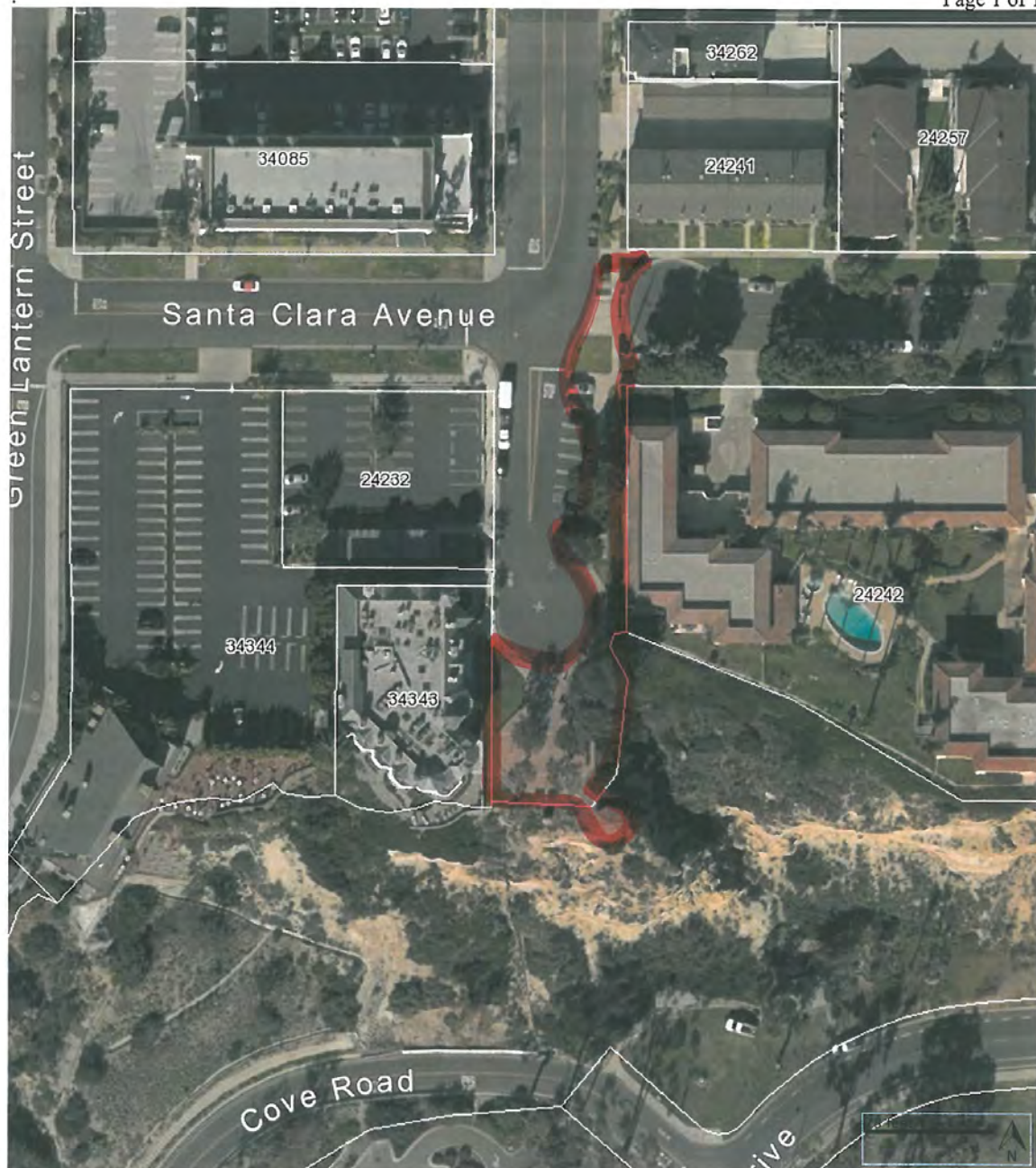
21. **Lantern Bay Community Park**

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22. Sampson Overlook

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23. Calle Paloma

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24. Strand Vista Park

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25. Nature Interpretive Center

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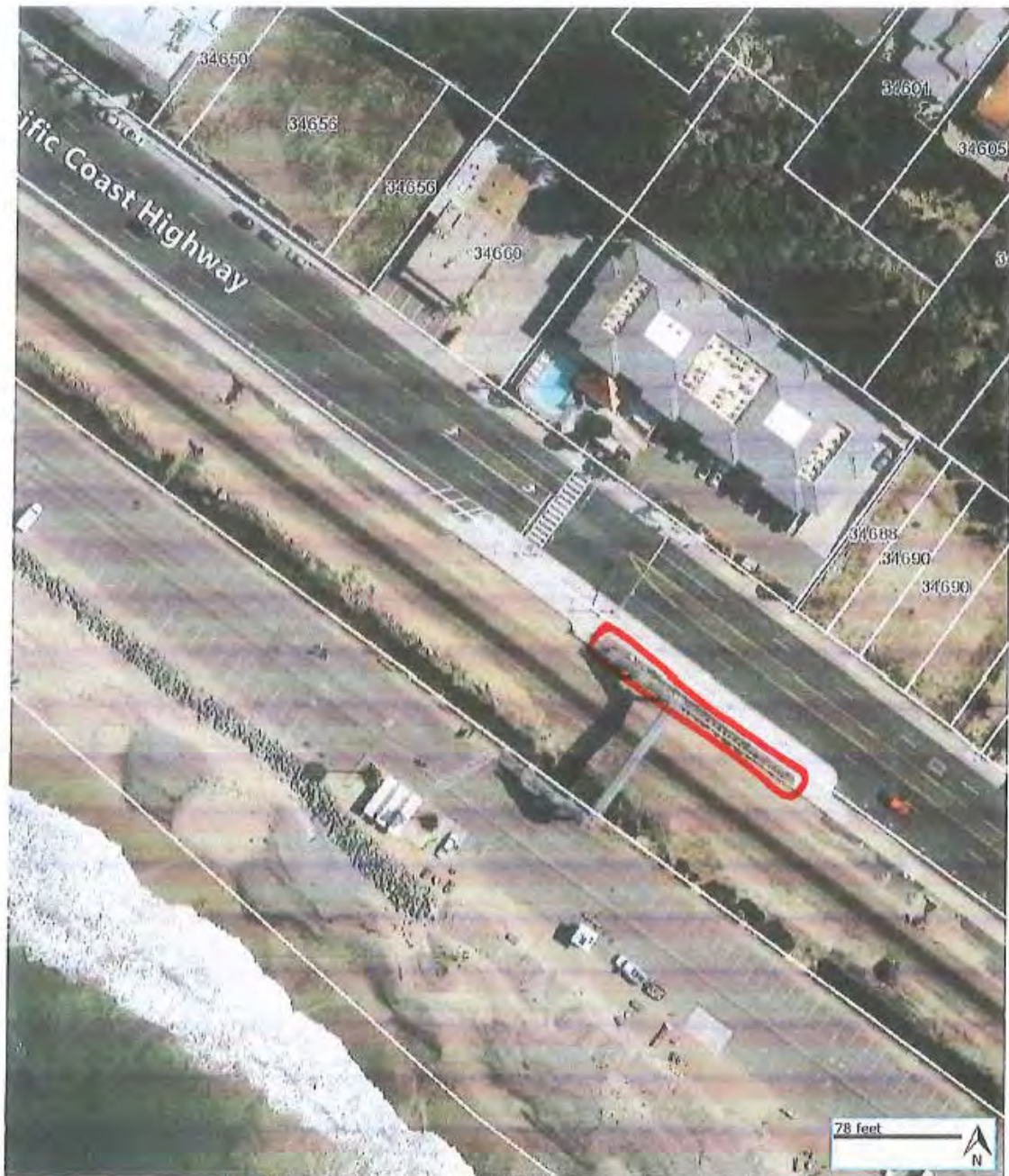


26. Switchback Trail

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27. Coast Highway/PED Crossing Planter

Parks

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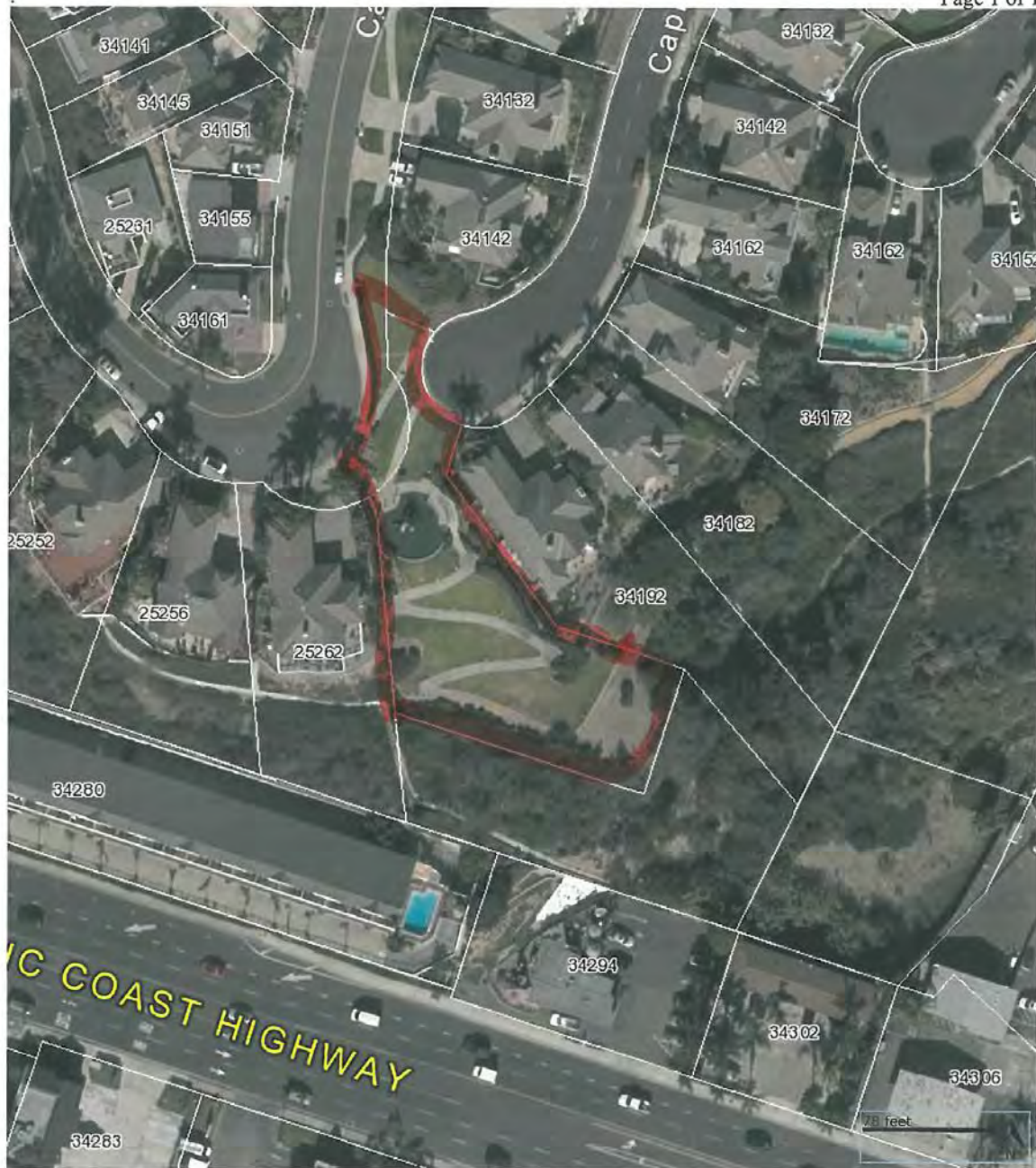
28. DHHS Sports Park

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29. Sea View Park



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30. Hilltop Park Trash



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31. Harbor Point Park Trash

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CITY OF DANA POINT
SAMPLE
CONTRACT AGREEMENT
FOR
LANDSCAPE MAINTENANCE
OF ALL CITY OWNED MEDIANS AND PARKWAYS

This Contract Agreement is made and entered into for the above-stated project this _____ day of _____, 20____, BY AND BETWEEN the City of Dana Point, as CITY, and _____, as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The Contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Construction Plans, and all referenced specifications, details, standard drawings, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. Said compensation shall not exceed _____, provided that the City Manager or his

designee may approve additional payment not-to-exceed _____ percent (___%) of this amount for change orders and for contingencies.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

The CONTRACTOR shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Contract. The CONTRACTOR shall at all times observe and comply with all such laws and regulations. The CITY, and its officers, employees, and agents shall not be liable at-law or in-equity occasioned by failure of the CONTRACTOR to comply with this Section.

The CONTRACTOR assures CITY that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. §§ 12101 et seq.)

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions.

CONTRACTOR further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of worker needed to execute this Contract as determined by the Director of Labor Relations of the State of California.

ARTICLE VI

CONTRACTOR hereby agrees to comply with the State Labor Code and acknowledges that, in accordance with Labor Code Section 3700, he/she/it will be required to secure the payment of compensation to his/her/its employees.

ARTICLE VII

CONTRACTOR acknowledges that, in accordance with Labor Code Section 1777.5, he/she/it will be held responsible for compliance with the provisions of this Section for all apprentice-able occupations.

ARTICLE VIII

CONTRACTOR hereby waives for himself/herself/itself and for CONTRACTOR's Subcontractors any right CONTRACTOR may now or in the future possess in relation to this Contract and these Contract Documents and the work thereunder, to utilize the provisions of Civil Code Section 47(b) in any action, proceeding, or prosecution pursuant to California False Claims Act, Government Code Section 12650 *et seq.*

ARTICLE IX

CONTRACTOR acknowledges and agrees that CONTRACTOR must have all appropriate CONTRACTOR's licenses. CONTRACTOR further warrants and represents that he/she/they has/have the appropriate CONTRACTOR's license to pursue the work hereunder. CONTRACTOR's failure to have or maintain all appropriate licenses during the entire term of this Contract, or any period thereof, shall be cause for the immediate and summary termination of this Contract by CITY. CONTRACTOR shall be liable for all CITY's costs to complete the work and this Contract.

ARTICLE X

Hazardous Waste or Other Unusual Conditions. If the Contract involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, CONTRACTOR shall promptly, and before the following conditions are distributed, notify CITY, in writing, of any:

- A. **Hazardous Waste.** Material that CONTRACTOR believes may be material that is hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- B. **Differing Conditions.** Subsurface or latent physical conditions at the site differing from those indicated.
- C. **Unknown Physical Conditions.** Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided in the Contract.

CITY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in CONTRACTOR's costs of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this Contract.

In the event that a dispute arises between CITY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract.

CONTRACTOR shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE XI

Any notices which either party may desire to give to the other party under this Contract must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CITY:	CITY OF DANA POINT Attention: City Clerk 33282 Golden Lantern # 203 Dana Point, CA 92629
----------	---

To CONTRACTOR:	INSERT NAME
----------------	--------------------

ARTICLE XII

The CITY and CONTRACTOR understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract. Any litigation concerning this Contract shall take place in the municipal, superior, or federal district court with jurisdiction over the CITY.

ARTICLE XIII

Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the CITY. CONTRACTOR covenants and agrees that he/she has made himself/herself aware of Public Contract Code Sections 4100 *et seq.* pertaining to the identification and use of Subcontractors in the bid submitted and CONTRACTOR is fully aware and knowledgeable of the liability to the CONTRACTOR for violations of said Sections of the Public Contract Code.

ARTICLE XIV

CONTRACTOR is and shall at all times remain as to the CITY a wholly independent contractor. The personnel performing the services under this Contract on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's officers, employees, or agents, except as set forth in this Contract. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY in any manner.

No employee benefits shall be available to CONTRACTOR in connection with the performance of this Contract. Except for the fees and other payments paid to CONTRACTOR as provided in the Contract, CITY shall not pay salaries, wages, or other compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder.

ARTICLE XV

CONTRACTOR shall hold harmless, defend at its own expense, and indemnify City and all of its officers, agents and employees against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, that arise out of, pertain to, and/or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control, or its officers, agents or employees, in rendering services under this Contract Agreement; excluding, however, such liability, claims, losses, damages or expenses arising from City's sole negligence or willful acts.

ARTICLE XVI

CONTRACTOR agrees to endorse general and umbrella liability coverage required herein to include the City as additional insured under the insurance coverage required here using standard ISO endorsement number CG 20 10 attached to an ISO-CGL policy with an edition date of 1991 or earlier and which does not limit the scope of coverage for the additional insured to vicarious liability or to the additional insured's supervision of a given project and which allows coverage to apply to the additional insured to the full extent provided by the policy. In no event will the CONTRACTOR use an additional insured endorsement with an edition date of 1993 or later. CONTRACTOR also agrees to require all contractors, subcontractors and anyone else involved in any way with the project contemplated by this Contract Agreement to do likewise.

ARTICLE XVII

This Contract is entered into for the sole benefit of CITY and CONTRACTOR, and their successors, transferees, and assigns. No other person shall have any right of action based upon any provision of this Contract and no third party beneficiaries shall be created thereby.

ARTICLE XVIII

If any term, provision, condition, or covenant of this Contract, or the application thereof to any party or circumstances, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the Contract as amended shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XIX

This Contract may be executed in multiple counterparts, each of which so fully executed counterpart shall be deemed an original. No counterpart shall be deemed an original or deemed or presumed

delivered unless and until the counterpart executed by the other party to this Contract is in the physical possession of the party seeking enforcement thereof.

ARTICLE XX

This Contract contains the complete, final, entire, and exclusive agreement between the parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the modification, amendment, or alteration in violation hereof shall be void.

ARTICLE XXI

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this ____ day of _____, 20__.

CONTRACTOR: _____

(Title)

Contractor's License No. _____ Class _____

Federal Tax Identification No. _____

CONTRACTOR'S SIGNATURE MUST BE NOTARIZED. SEE FOLLOWING PAGE FOR NOTARY ACKNOWLEDGEMENT.

CITY OF DANA POINT

By: _____
Doug Chotkevys, City Manager

ATTEST:

By: _____
Kathy M. Ward, City Clerk

APPROVED AS TO FORM:

By: _____
Patrick Munoz, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,

Date

Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

GENERAL SPECIFICATIONS

SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by these specifications; the landscape maintenance special provisions and the landscape maintenance specifications. The general items of work include landscape maintenance of all City owned medians and parkways per Bid Schedule A.

LOCATION OF WORK

The general locations and limits of the work are as follows:

The work is entirely within and generally throughout the City of Dana Point.

EMERGENCY INFORMATION

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the City of Dana Point and the County Sheriff's Department prior to beginning work.

CITY OF DANA POINT

**LANDSCAPE MAINTENANCE SERVICES
SPECIFICATIONS**

Prepared by:

**City of Dana Point
General Services Department
33282 Golden Lantern
Dana Point, CA 92629
(949) 248-3535**

FOR LANDSCAPE MAINTENANCE SERVICES

IN THE CITY OF DANA POINT

GENERAL PROVISIONS

1. INDEMNIFICATION

(a) Indemnification

To the fullest extent permitted by law, Contractor shall protect, indemnify, defend and hold harmless City and any and all of its officials, employees, volunteers and agents from and against any and all losses, liabilities, damages, and costs and expenses (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the actions or failure to act of Contractor, its officers, agents, employees or subContractors, or any entity or individual that Contractor shall bear the legal liability thereof.

(b) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subContractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

2. INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Contractor shall maintain insurance in conformance with the requirements set forth below. Contractor shall use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor

agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All Sections of this Agreement and any provision in City's Request for Proposal and Contractor's submitted proposal are subordinate to and superseded by the requirements contained in this Section to the extent that any provision or portion thereof conflicts with or impairs these requirements or any obligation to or right under or pursuant to these insurance requirements. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties to be interpreted as such.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Commercial General Liability Insurance – Written on the Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another.
- (2) Business Auto Coverage –Written on the ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each person.
- (3) Workers' Compensation/Employer's Liability Insurance - Written on a policy form providing workers' compensation statutory benefits as required by the State of California. Employer's Liability limits shall be no less than one millions dollars (\$1,000,000) per accident or disease. Employer's Liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its officers, officials, employees, or agents.

(b) Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(c) Deductibles and Self-Insured Retention. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or the Contractor to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses or other solutions. Any deductibles in excess of ten percent (10%) or self-insured retention must be approved by the City Manager.

(d) Other Insurance Provisions. The general liability, business auto liability, and any necessary umbrella liability policies are to contain, or be endorsed to contain, the following provisions:

(1) General liability and umbrella policies shall cover the City, its officers, officials, employees, agents, and volunteers are to be covered as insureds or additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers. Endorsements including the additional insured shall be identified on standard ISO endorsement number CG 20 10, attached to an ISO-CGL policy with an edition prior to 1992, or other form as expressly approved by City, and which does not limit the scope of coverage for the additional insured to vicarious liability or to the additional insured's supervision of a given project. In no event shall the Contractor use an additional insured endorsement with an edition date of 1992 or later, absent express written authorization by City. Contractor also agrees to require all contractors and subcontractors to do likewise.

- (2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.
- (4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and there shall be no cross liability exclusions that preclude coverage for suits between Contractor and City or between City and any other insured. Contractor expressly waives any claim against City for any covered act or event, and Contractor's insurance policy shall not prevent such waiver. The limits of insurance required herein shall in no way limit the liability of the party providing the insurance. In addition, if the coverage or limits available to Contractor exceed that required by this Agreement, and the loss incurred by the additional insured exceeds the amount required by this Agreement, it is the parties' intent that all such additional coverage and limits available will apply irrespective of the specific coverage or limits required herein.
- (5) No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
- (6) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
- (7) The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.

- (8) For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
- (9) Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
- (10) None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
- (11) No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- (12) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
- (13) The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
- (14) Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- (15) Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements.

There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

(e) Acceptability of Insurers. Insurance is to be placed with insurers authorized and admitted to do business in California and with a current A.M. Best's rating of A or better and a financial size of VII or greater, unless otherwise acceptable to the City.

(f) Verification of Coverage and Notice of Cancellation.

- (1) Contractor shall immediately furnish to City certificates of insurance or endorsements, satisfactory to City, evidencing the insurance coverage above required prior to the commencement of performance of services hereunder. These certificates or endorsements shall provide that such insurance is the minimum, is in no way limited by any provision herein, and allows for the application of all coverage available to the additional insureds. Further, the certificates or endorsements shall require thirty (30) days written notice to additional insured City prior to any termination, suspension, cancellation, or non-renewal, or the reduction of available coverage, or any change in the terms of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
- (2) Contractor agrees that if Contractor commences work under this Agreement without first providing City copies of the required insurance certificates or endorsements, that Contractor does so at its own and sole risk. In the event Contractor's insurance is not acceptable to City or copies of insurance certificates or endorsements are not provided, City shall have no obligations to compensate Contractor for such work unless Contractor possesses a notice to proceed from City for this work.
- (3) Within sixty (60) days of the commencement of this Agreement, Contractor shall furnish certified copies of the actual policies and endorsements. Failure to submit such policies shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. If proof of any insurance required under this Agreement is not delivered as required or if such insurance is canceled at any time and no replacement coverage is provided, City shall have the right but not the duty to obtain any insurance it deems necessary to protect its interests under this Agreement, express or implied, in any way relating to City. Any premium for such coverage shall be

charged to and promptly paid by Contractor or, at City's option, may be deducted from sums due to Contractor.

- (4) In the event of the premature termination of this Agreement for any reason, Contractor agrees to maintain the required insurance coverage until City provides written authorization to terminate the coverage following a review and determination that all liability posed under this Agreement as to the party providing the insurance has been eliminated.
- (5) Except as outlined in Section 10(b) (3) above, Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
- (6) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

(g) Notice of Claim or Loss. Contractor agrees to provide immediate notice to City of any claim or loss likely to involve City or its employees or agents which exceeds \$2,500 or is likely to exceed that amount arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

(h) Sub-Contractor Insurance Requirements. Contractor agrees to require that all parties, including but not limited to sub-Contractors and additional Contractors or professional services with whom Contractor enters into contracts or whom Contractor hires pursuant to or in any way related to the performance of this Agreement, provide the insurance coverage required here, at a minimum. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor acknowledges and agrees that upon request, all agreements with sub-Contractors and others engaged in the project contemplated by this Agreement will be submitted to City for review. Contractor agrees and acknowledges that such contracts may require modification as to the insurance requirements necessary to properly protect City.

3. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

4. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

The Contractor acknowledges and agrees that it shall be required to, and shall be required to cause all of its subcontractors to, pay prevailing wages as required by law in compliance with California Labor Code Section 1720 et seq., and shall be responsible for the keeping of all records required pursuant to Labor Code Section 1770 et seq., including but not limited to Labor Code Section 1776, and complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and comply with all regulations and statutory requirements pertaining thereto. The Contractor or subcontractor who fails to pay prevailing wages or to comply with the maximum hours shall be subject to penalties pursuant to Labor Code Sections 1775 and 1813 respectively.

Contractor, as may be requested by the City but not more than once every (60) days during the construction of the Project, shall periodically submit to the City a certified and completed Public Works Payroll Reporting Form as published by the California Department of Industrial Relations, Division of Labor Standards Enforcement. In addition to any other Contractor indemnifications of the City set forth in this Agreement, the Contract shall indemnify, defend, and hold the City and

the City personnel harmless from and against any liability, loss, damage, cost or expenses (including reasonable attorneys' fees, expert witness fees, and court costs) arising from the failure of the Contractor or its subcontractors to pay the applicable prevailing wages in accordance with applicable law.

5. LEGAL OBLIGATION

Contractor shall defend, at his own cost, expense and risk, any and all actions, suits or other legal proceedings which may be brought or instituted against City, the City of Dana Point, the City Council, its employees and consultants, on any such claim or demand arising out of Contractor's performance, or his Subcontractor's performance, under this Contract. Contractor shall pay or satisfy any judgment that may be rendered against the City or its principals in any such action, suit, or legal proceedings, or result thereof. Nothing herein contained shall be construed as limiting in any way the extent to which the Contractor may be held responsible for payment of damages to persons or property resulting from these operations, or any operations of any Subcontractor under him.

6. ASSIGNMENT OF CONTRACT

Contractor shall under no circumstances assign this Contract to another party.

7. LABOR STRIKE

Contractor shall be responsible to provide continuous maintenance services, without any interruption, of all parks included in Bid Schedule A. In case of any labor strikes, Contractor shall provide other means, at his own cost and expense, to provide comparable continuous service as if no strike existed. Failing to do so will cause City to take whatever action is deemed necessary to provide such service; and the cost, therefore, will be borne by Contractor.

8. CHANGES TO CONTRACT

The City may, at any time and **by written order**, direct that changes or extras be made in the scope, specifications, or service schedule in relation to this Contract. If any such changes cause an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment shall be made in Contractor's compensation or service schedule, and this Contract shall be modified in writing accordingly and approved by the City. Any claim by Contractor for any adjustment, made under the provisions of this clause, must be asserted within thirty (30) days after the date of receipt by Contractor of the notification of such changes. However, nothing in this clause shall excuse Contractor from proceeding with the performance of its obligations hereunder as so changed.

9. NONPERFORMANCE

If the Parks Manager does not approve of the performance of the Contractor, he may require a formal written report from the Contractor. Based upon the formal written report and such other facts that the Parks Manager may gather, the Parks Manager may determine that the Contractor has not performed the work satisfactorily under the provisions of this contract, and the Contractor may not be paid for the period of "noncompliance." This pro-rate for each such day shall be based on the total contract amount for labor divided by the working days available.

In case of termination by the City for nonperformance, the City may contract or cause to be done any work not completed at the time of the termination, and the Contractor shall reimburse the City for such work.

If a noncredit status is imposed due to the Contractor's nonperformance and/or noncompliance to the specifications, requirements and provisions contained herein, or due to any other work applicable under this contract, it is agreed that the City shall withhold payment or partial payment of any and all invoices submitted by the Contractor for such period. This provision shall have no effect on any other rights the City may have under this Contract.

10. TERMINATION

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated at anytime by either party upon thirty (30) days notice. The Contractor must assure that the City has found a replacement contractor prior to stopping maintenance activities.

11. LAWS TO BE OBSERVED

Contractor shall keep fully informed of all existing and future State and Federal Laws, and of all Municipal Ordinances and regulations of City which in any manner affect those engaged or employed in the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify City, the City Council, and all of its and their officers, agents, and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor or his employees. Should any discrepancy or inconsistency be discovered in the specifications, or in the Contract for the work, in relation to any such law, ordinance, regulation, order or decree, Contractor shall report **in writing without delay** such discrepancy or inconsistency to the Parks Manager.

12. LABOR DISCRIMINATION

Attention is directed to the Labor Code which provides that no discrimination shall be made in the employment of persons upon public works because of the race, color, national origin, ancestry, sex, religion, or handicap of such persons and every contractor of public works violating this section is subject to all the penalties imposed for a violation of this chapter.

13. PERMITS AND LICENSES

Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the contract.

14. PATENTS

Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

15. PUBLIC CONVENIENCE AND SAFETY

Contractor shall so conduct his operation as to cause the least possible obstruction and inconvenience to the public. Contractor shall furnish, erect and maintain signage, barriers, lights, warning devices for use in performance of this contract per the Work Area Protection and Traffic Control Manual, latest Edition. The Contractor must install appropriate traffic control and signage to protect all workers as well as the community.

15. RESPONSIBILITY FOR DAMAGE

The City of Dana Point, shall not be answerable or accountable, in any manner, for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either workers or the public; for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance. If damage occurs to any City owned facility or property, repairs shall be made to the satisfaction of the City within 48 hours of the damage.

17. NO PERSONAL LIABILITY

Neither the City Council, the Director of Community Services and Parks, the Parks Manager nor any other officer or authorized assistant or agent, shall be personally responsible for any liability arising under this Contract.

18. CONTRACTOR'S LICENSE

Prior to award of the Contract by the City Council, the successful Contractor shall present his or her State Contractor's License or Certificate or Licensure and provide a signed statement which swears, under penalty of perjury, that the State Contractor's License or Certificate of Licensure presented in his or hers, is current and valid, and is in a classification appropriate to the work to be undertaken.

19. EMERGENCY INFORMATION

Prior to beginning work, the names, addresses, and telephone numbers of the Contractor (or his/her designee) and Subcontractors (or their representatives) shall be filed in writing with the Director of General Services and the City of Dana Point's Police Services Department.

Director of General Services

City of Dana Point
33282 Golden Lantern
Dana Point, CA 92629
(949) 248-3535 Phone
(949) 496-3497 Fax

Chief of Police Services

City of Dana Point
33282 Golden Lantern
Dana Point, CA 92629
(949) 248-3550 Phone
(949) 234-2814 Fax

SPECIAL PROVISIONS
LANDSCAPE MAINTENANCE SERVICES

I. SCOPE OF SERVICES

1. DESCRIPTION OF CONTRACT AND INTENT

These specifications establish standards for the maintenance of landscaped areas for the City of Dana Point.

The intent of these specifications is to provide full and complete contract landscape maintenance at designated sites herein described, and that such sites be kept in a healthy, vigorous and well-kept state at all times.

2. CONTRACT PERIOD

The Contract period shall be for one fiscal year, (January 1, 2020 to June 30, 2021) unless terminated sooner as provided herein. The City can extend the contract at the sole discretion of the Director of General Services, for up to three additional one year extensions. If the contract is extended, the Contractor may request cost increases based upon CPI, if justified in writing to the City

3. SCOPE OF WORK

A. The Contractor shall furnish all labor, equipment, materials, tools and supervision to perform landscape maintenance as described herein including, but not limited to, the following (as appropriate):

1. Weed control and cultivation mechanically, with herbicides and mulches.
2. Fertilization.
3. Shrub pruning and training.
4. General pest control.
5. Mowing, edging, verticutting, and aerifying.
6. General litter control, refuse removal, and grounds policing.
7. Irrigation system monitoring, maintenance and repair.
8. Hardscape cleaning.
9. Cleaning of amenities such as picnic tables, benches, trash enclosures, sports equipment, dumpsters and trash receptacles.
10. Inspecting and reporting any potential hazards, vandalism, or graffiti on city property.
11. Sports Field Maintenance and renovation.
12. Opening restrooms.
13. Sweeping stairs and revetment sidewalk.

14. Overseeding/Reseeding.
15. 24 hour emergency service.

B. It shall not be the Contractor's responsibility to maintain or repair:

1. Lighting systems.
2. Fencing.
3. Gates .
4. Any building located at the specified sites.
5. Any accessory structure (such as trash enclosures).
6. Parking lots and roadways.
7. Graffiti.
8. Vandalism.
9. Signage.
10. Damage resultant to vehicular accidents.
11. Water, sewer, and electrical lines or systems, except to the extent required in these Special Provisions, Section I.18, Repairing Damaged Work.
12. Playground equipment.
13. Restroom cleaning/closing.
14. Del Obispo baseball fields.
15. Lantern Bay bocce ball courts.

4. WORKING HOURS

Normal working hours shall be between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Saturday or Sunday work shall not be scheduled without written permission from the City for approved extraordinary work, the exception being trash removal, or gate and restroom opening. Gates and restrooms shall be open by no later than 9:00 am.

5. LEVEL OF MAINTENANCE

- A. All work shall be performed in accordance with the highest landscape maintenance standard, as stated in these Special Provisions Landscape Maintenance Services. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the sites.
- B. In the judgment of the City, if the level of maintenance is less than that specified herein, the City shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document; providing no other arrangements have been made between the Contractor and the City. Failure to give notification of a

change and/or failure to perform an item of work on a scheduled day may result in a deduction of payment for that date or week. Payment will be retained for work not performed until such time as the work is performed to City standard.

- C. The Contractor is required to correct deficiencies within the time specified by the City. If noted deficient work has not been completed, payment for subject deficiency shall be withheld during the current billing period, and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.
- D. The Contractor shall be notified verbally or in writing each time performance is unsatisfactory and corrective action is necessary.
- E. The Contractor shall complete corrective action within the following time frames subsequent to verbal notification:
 - a. Major irrigation within twelve (12) hours.
 - b. Public Health and Safety issues (Risk Management) shall be corrected immediately upon notification from the City.
 - c. Failure to comply with, City defined, minimum manpower requirements will result in the immediate deficiency deduction of Two Thousand Five Hundred Dollars (\$2,500) per person, per day.
 - d. Failure to provide adequate equipment resources in compliance with the City Specifications, and as directed by the City will result in a deficiency deduction of up to One Thousand Dollars (\$1,000) per day, per instance.
- F. Failure to comply with conditions, specifications, schedules, and directives from the City will result in a deficiency deduction of One Thousand Dollars (\$1,000) per instance.
- G. Failure to comply with water restrictions imposed by Local Water Authorities and/or the Regional Water Quality Board (NPDES) restrictions/guidelines will result in a deficiency deduction of One Thousand Dollars (\$1000) per occurrence. In addition, the Contractor shall be responsible for all other imposed penalties by Water Authorities which are relative to Contractor neglect.
- H. Failure to return call or text message of City personnel in an after hours emergency within fifteen (15) minutes and/or respond to any after-hours emergency in the field within one (1) hour, will result in a \$1,000 deficiency per occurrence.

6. SUPERVISION OF CONTRACT

- A. All work shall meet with the approval of the City of Dana Point Director of General Service or his designated representative. There shall be periodic meetings with the Contractor and the City representative to determine progress and to establish areas needing attention. A Monthly Maintenance Report will be submitted in writing to the City prior to the tenth of each month, in accordance with these Special Provisions, Records.
- B. Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor in writing and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.
- C. The City's representative and/or Parks Superintendent and the Contractor's representative will typically meet on a weekly basis. The purpose of this meeting will be to discuss specific project problems. More or less frequent meetings may be required between the Parks Superintendent and the Contractor's representative as determined by the City.

7. SPECIFICATIONS

These specifications are intended to cover all labor, material, standards of landscaping, and mechanical workmanship to be employed in the work called for in these specifications or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work, shall be performed by the Contractor as if described in the specifications.

8. PROVISIONS FOR EXTRAS

New work of any kind shall not be considered an extra unless a separate estimate is given for said work and the estimate is approved **in writing** by the City before the work has commenced. The Contractor will be required to provide before and after photographs of safety items or emergency repairs which were made without prior City approval (excluding minor irrigation repairs).

9. STREET CLOSURES, DETOURS AND BARRICADES

- A. Warning signs, lights and devices shall be installed and displayed in conformity with the *Work Area Protection and Traffic Control Manual, latest edition*.

- B. If the Contractor fails to provide and install any signage or traffic control devices required herein or ordered by City's representative, the City may cause such signs or traffic control devices to be placed by others and the costs therefore shall be borne by the Contractor and deducted from the next progress payment. Failure to place signage or traffic control devices shall result in a deficiency deduction of One Thousand Dollars (\$1,000) per occurrence.

10. DISPOSAL

- A. All landscape green waste debris shall be disposed of through a certified landscape material recycling center or reused in some manner. Landscape debris shall not be disposed of in a landfill without prior approval from the Parks Superintendent. The Contractor shall dispose of all cuttings, weeds, leaves, trash and other debris from the operation as work progresses, and shall pay all disposal fees. The City shall in no way be responsible for the disposal. Proof of final disposal must be submitted at the time invoices are submitted. Invoices will not be processed unless accompanied by proof of disposal at a certified recycling facility.

11. RECORDS

- A. Contractor shall keep accurate records concerning all of his employees or agents and within fifteen (15) days of the effective date of this Agreement, provide the City with names, addresses, and telephone numbers of employees to be called in case of emergency.

- B. Monthly Maintenance Report

Contractor shall complete a Monthly Maintenance Report indicating the work performed. The Monthly Maintenance Report for the previous month will be submitted by the Contractor to the Parks Superintendent on or before the tenth of each month. The Contractor should use the report to indicate contract compliance along with any recommended adjustments, and should be a compilation of the following:

1. A copy of all work orders sent by email or text and the corrective action taken.
2. A record of irrigation parts, the date installed, the facility, the location within the facility where it was installed, and the number of hours or fraction thereof needed to make all necessary irrigation repairs.
3. A water use report demonstrating the number of minutes for the controller settings and the number of water units used.

4. A landscape waste report demonstrating the tonnage and types of materials being recycled rather than put into the landfill. The approximate yards/tons per park site and date should be documented.
5. A copy of all State and County forms required for pesticide operation, including a statement indicating the material costs for pesticides used.
6. The monthly report should also contain a description of any additional work (including man-hours, equipment, material breakdowns, and costs used to accomplish any additional work) which the Contractor deems to be beyond the scope of the Contract. Payment for additional work will not be authorized unless the additional work, and costs thereof, are first approved **in writing** by the City.

The report must be submitted with all items included, stapled or bound together, with cover sheet indicating the date.

7. Water meter readings from the previous month.
 8. Monthly schedule for the current month, weekly highlights and daily work reports from the previous month.
- C. Irrigation programming schedules will be submitted by the Contractor on a weekly basis, including any adjustments.
 - D. The Contractor shall take water meter readings from each irrigation meter with Contract Areas 1 and 2 once per month and record it on provided forms.
 - E. The Contractor shall, within fifteen (15) days of the effective date of this Agreement, prepare and submit a written "Annual Maintenance Calendar" to the Parks Superintendent. This maintenance calendar shall clearly indicate all of the major maintenance tasks required by this Agreement and the months of the year they are scheduled to be performed. If it is necessary to make periodic revisions to this maintenance schedule, a modified calendar must be submitted by the Contractor **in writing** to the Parks Superintendent for approval prior to the date the changes are to take effect.
 - F. The Contractor shall permit the City to inspect and audit its books and records at any reasonable time.
 - G. The Contractor shall utilize and update the Citys Preventative Maintenance (PM) Program Asset Essentials daily within the Contractor Portal. Contract

shall update system with all completed PM's, and repairs, as well as schedule PM's to take place per the schedule set within the program.

12. EMERGENCY SERVICES

The Contractor will provide the City with names and telephone numbers and/or mobile device numbers of at least two (2) qualified persons who can be called by City representatives when emergency maintenance conditions occur during hours when the Contractor's normal work force is not present. These Contractor representatives shall respond to said emergency within sixty (60) minutes from receiving notification. **The Contractor shall provide an emergency telephone number which shall be manned 24 hours per day, seven days per week.**

13. SPECIALTY OPERATIONS

Written notification of all "specialty type" maintenance operations shall be given to the City 72 hours **prior** to each of these operations by Contractor. "Specialty type" maintenance operations are defined as: fertilization, pre-emergence weed control, turf aerification, turf dethatching, seeding, sodding, all pesticide applications and plant replacements.

14. LANDSCAPE LICENSE

The Contractor shall hold a valid and current California C-27 License and submit a copy thereof to the City. The Contractor shall also maintain a California State Licensed Pest Control Operator and a California State Licensed Pest Control Advisor. The names and permit numbers will be supplied to the City at the beginning of Contract, and any changes to this information shall be forwarded within 24 hours of said change.

15. CONTRACTOR'S OFFICE

Contractor is required to maintain an office within a one (1) hour response time of the job site, and the office shall be provided with phone service during normal working hours. During all other times, an emergency phone number must be provided to the City. Contractor shall have a maximum response time of one (1) hour to all emergencies. Contractor will have full responsibility for maintaining an office and yard, and no additional compensation will be allowed therefore.

16. EXAMINATION OF SITE AND WORK

City makes no representation about the order or condition of the work area, nor does the City warrant that the work area will be free from defects, either apparent or hidden, at the commencement of or at any time during the term of the Contract. Contractor must examine the location, physical conditions, and surroundings of which these factors will influence the performance of the Contract work. By

entering into the Contract, Contractor shall be deemed to have agreed to accept the condition of the work area in its "as is" condition with the intent to upgrade or modify existing deficiencies to Contract specifications.

17. EXTRAORDINARY WORK

A. General

1. New or unforeseen additional work will be classified as extra work and will be performed only upon approval by the Director of General Services or his/her designated representative, unless a condition exists wherein it appears that there is danger of injury to persons or damage of property. In seeking extra work approval, Contractor shall delineate costs related to how much of the job shall be labor/supervision and materials/parts, if any.
2. Extraordinary work may be required by the City as a result of Acts of God, vandalism, theft, civic disturbances, or accidents.
 - 2a. Contractor must provide proposal for the replacement of all irrigation and/or landscaping damage caused by accidents, to the Parks Superintendent within 15 days of notification of accident.
3. Extraordinary work may be required by the City in order to add new landscaping or to delete, modify, or renovate existing landscaping.
4. Extraordinary work may be required for renovation or replacement of systems or components worn out in service.
5. **Extraordinary work shall not interfere with the completion of the general maintenance work. For projects of \$1,000 or more, an "Extra" crew, supervised by the Contractor, shall be used in order to keep the regular maintenance crew focused on their scheduled work. This provision will be strictly enforced.**

B. Process

The Contractor shall provide in writing a cost estimate and time line for extraordinary work described unless the City requests that the work be completed on a time and materials basis. The City shall approve all estimates in writing. The Contractor shall perform the necessary work and invoice the City for the work performed according to the City's policies.

C. Payment

1. Payment for extra work may be by written agreement between Contractor and City on a particular unit price, stipulated for extra work; or
2. The City will pay for fully documented extra work based on an accumulation of costs established as follows:

a. Labor: The costs of labor will be the actual hours multiplied by the rate indicated in the Bid Schedule. The Contractor is required to pay costs for wages prevailing locally for the craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes, insurances, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws.

b. Materials: The cost of materials shall be at invoice or lowest current price at which such materials are locally available, in the quantities involved plus sales tax, freight and delivery. Material invoice must be attached to the billing.

c. Tool and Equipment Rental: No payment will be made for the use of tools which have a replacement value of \$300 or less, regardless of the ownership. The rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the work is performed.

d. Markup:

Work by Contractor. A fifteen (15) percent markup shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits for labor, materials, equipment rental, and other items.

Work by Subcontractor. When all or part of the extra work is performed by a subcontractor, the markups established for the prime contractor shall be applied to the subcontractor's actual costs of such work, to which a markup of five percent (5%) on the subcontracted portion of the extra work may be added by the prime contractor, unless otherwise indicated in the Bid Schedule. Work must be approved by City prior to commencement.

- e. Payment—General Invoices: Contractor, subcontractor, and vendor invoices for materials, labor, and equipment shall be submitted with a request for payment as follows:

Labor. Names of workers, classification, hours worked, and rate of pay.

Material. Substantiating invoices shall describe and list the quantities of the materials used.

Equipment. Type of equipment, size, hours of operation, and loading and transportation, if applicable.

18. WORKMANSHIP AND SUPERVISION

- A. The Contractor shall provide a work force sufficient to complete the work as specified.
- B. Work shall be performed by competent and experienced workers. Irrigation maintenance and repairs shall be performed by workers skilled specifically in state of the art, automatic irrigation systems.
- C. The work force shall include a thoroughly skilled, experienced and competent supervisor who shall be responsible for adherence to the specifications. Supervisors and foremen must communicate effectively both in written and oral English, and shall be present at all times during Contract operations. Any order given to these supervisors or foremen shall be deemed as delivered to the Contractor.
- D. All pesticide operations, where required, shall be performed by a California State Licensed Pest Control Operator through written recommendation by a California State licensed Pest Control Advisor. The Contractor shall be responsible for compliance with all Federal, State, and local laws and regulations regarding pesticide usage. Contractor shall provide copies to the City of his/her license and registration on both of his/her Pest Control Advisors and Pest Control Operators licenses. Contractor shall submit a copy of the "Pesticide Use Report" to the City on a monthly basis.
- E. All personnel working at the specified areas shall be of good character, neat appearance, and in appropriate dress as approved by the Parks Superintendent. All personnel shall wear identification badges or patches.
- F. Persons employed by the Contractor who are found unsatisfactory by the City shall be discharged or reassigned by the Contractor upon fifteen (15) days written notice from the City.

- G. Contractor shall have a full-time, English speaking superintendent available to City Staff within City boundaries. Superintendent shall be empowered to authorize deployment of contractor staff and company resources as required to meet contract and extraordinary work requirements.

19. REPAIRING DAMAGED WORK

The Contractor will report without delay any damage to City equipment or property and shall be held responsible for the replacement of any such damage caused by Contractor's act hereunder.

- A. Watering, spraying, and other maintenance specifications shall not be done at a time when it might damage parked cars or at times when activities in the Contract area might be inconvenienced or disrupted.
- B. Repairs to the irrigation controllers and valves resulting from damage by other than the Contractor's operation shall be reported promptly to the Parks Superintendent together with an estimate of costs for correction of the condition. The Parks Superintendent may authorize repair by the Contractor and the City will pay the Contractor for this work.
- C. **The Contractor shall be responsible for the replacement of all plant materials, including trees, shrubs, ground cover and similar materials. The full cost of such replacement, including the cost of labor, shall be borne by the Contractor, except as provided in subsection "D" below.**
- D. Replacement of plant materials damaged or destroyed by City forces, or as a result of construction or vandalism, shall be reported promptly to the City together with an estimate of costs for replacement. The Parks Superintendent may authorize replacement by the Contractor, and the City will pay the Contractor for the cost of the replacement including the cost of labor.

20. EQUIPMENT

All vehicles and equipment used in conjunction with the work shall be maintained in neat, clean, and orderly manner and shall be in good working order. Equipment should be clearly marked with the Contractor's company name and identification number or code. The Parks Superintendent may reject any vehicle or piece of equipment and order it removed from the job site. The Contractor shall provide an inventory of his maintenance equipment. All vehicles shall be no older than 10 years and meet the standards of the Parks Superintendent.

21. SAFETY REQUIREMENT

- A. All work performed under this Contract shall be performed in such a manner as to provide maximum safety to the public and where applicable, comply with all safety standards required by CAL-OSHA. The Parks Superintendent reserves the right to issue restraining, or cease and desist orders, to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this Contract.
- B. The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from Contractor's operations. Any hazardous condition noted by the Contractor, which is not a result of his operations, shall be immediately reported to the Parks Manager.

22. LIABILITY FOR DAMAGES

The Contractor shall be fully responsible for any and all damage to City property, equipment, or other property on the public premises that result from the Contractor's operations under this Contract. This shall include but not be limited to the replacement, at Contractor's expense, of shrubs, trees, vines, turf, groundcover or other landscape items that are lost due to negligence in pest and disease control practices; and/or due to improper watering, fertilizing, or lack of proper maintenance and care. All repairs shall be made within 72 hours of said damage.

23. SCHEDULES

A. Annual Schedule

- 1. The Contractor shall provide an Annual Maintenance Schedule indicating the time frames when items of work shall be accomplished per the performance requirements.
- 2. The Contractor shall complete the schedule for each facility in a manner which shall correspond to the weekly schedules.
- 3. The Annual Schedule shall be submitted to the City for approval within fifteen (15) calendar days after the effective date of the Contract.
- 4. The Contractor shall submit revised schedules when actual performance differs substantially from planned performance.
- 5. Changes or variations in scheduling may be necessitated by City-sponsored special events, recreation classes, etc. **The Contractor shall adapt all schedules to the City's requests.**

B. Monthly Schedule

1. Weekly schedule forms shall be provided by the Contractor indicating the major items of work to be performed, in accordance with the performance requirements, and shall further delineate the time frames for accomplishment by day of the week.
2. The Contractor shall complete the schedule for each item of work and each area of work.
3. The initial schedule shall be submitted one week prior to the effective date of the Contract. Thereafter, it shall be submitted monthly.
4. Changes to the schedule shall be received by the Parks Superintendent at least 72 hours prior to the scheduled time for the work.
5. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may result in deduction of payment for that date or week up to \$1,000.

- C. The Contractor shall utilize and update the Citys Preventative Maintenance (PM) Program Asset Essentials daily within the Contractor Portal. Contract shall update system with all completed PM's, and repairs, as well as schedule PM's to take place per the schedule set within the program.

24. PERFORMANCE DURING INCLEMENT WEATHER

- A. During the periods when inclement weather hinders normal operations, the Contractor shall adjust his work force in order to accomplish those activities that are not affected by the weather.
- B. The Contractor shall notify the Parks Superintendent BEFORE removing the work force from the job site due to inclement weather or other reasons.
- C. The Contractor shall re-stake and re-tie trees, or other such activities as required, as a result of inclement weather. The Contractor shall remove all branches and debris resulting from inclement weather. The Contractor will have full responsibility to keep park run-off channels clear and shall remove debris from park storm drain gratings. The Contractor will remain available to assist in any storm-related damage repair. This includes having crews drive the streets of Dana Point and pick up palm fronds and other debris that may be in the streets.

25. UNDERGROUND EXCAVATIONS

Contractor shall be responsible for locating all underground utility lines to insure the safety of his work crew and to protect in place existing utility equipment before commencing any excavation. Contractor shall contact the City and **Underground Service Alert (USA) at 1-800-422-4133** at least 48 hours prior to commencing any excavation.

II. TECHNICAL MAINTENANCE SPECIFICATIONS

1. GENERAL LANDSCAPE MAINTENANCE REQUIREMENTS

- A. All maintenance functions shall be performed in accordance with the following specifications and at the frequencies indicated, unless otherwise indicated in Attachment B to these Special Provisions, Maintenance Frequency Summary. The City shall have the right to determine schedule days and the extent and frequency of additional "as needed" services. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the facilities.
- B. All operations will be conducted so as to provide maximum safety for the public and minimize disruption of the public use of parks and other facilities.
- C. Contractor will use every effort to use mulching mowers and to recycle green waste at an organic composting facility and to maximize composted products at all City facilities. Landscape debris shall not be disposed of in a landfill without prior approval from City. The CONTRACTOR shall dispose of all cuttings, weeds, leaves, trash and other debris from the operation as work progresses. Known recycling center for green waste landscape debris is :

Tierra Verde Industries
31748 La Pata Avenue
San Juan Capistrano
949-728-0401

- D. Contractor will keep all sidewalks adjacent to Contract areas free of weeds, trash and other debris.
- E. Leaves, glass, paper, weeds, and any other debris will be removed from landscaped areas and disposed of off site.
- F. Contractor will clean sidewalks, roadways, and any other areas littered or soiled by his maintenance operations.
- G. The Contractor shall maintain the premises clean of debris at all times. Upon completion of any work, the Contractor shall remove remaining excess materials, waste, rubbish, debris, and his construction and installation equipment from the premises. Any dirt or stains caused by the work shall be removed. Existing City trash containers shall not be used by the Contractor.
- H. Plant materials adjacent to roadway intersections shall be pruned to provide adequate sight distance for vehicles entering the intersection.

- I. Plant materials shall be pruned so that all traffic control signs are clearly visible to approaching vehicles.
- J. The City shall be notified immediately of any unusual, hazardous or vandalized conditions at the work site, including but not limited to restroom plumbing, sewer backups, broken lights, fallen branches, or any item that creates a potential hazard or prevents the public's use of the parks or facilities. Photos shall be taken and sent to Parks Superintendent with notification.
- K. The City shall be notified within one (1) hour of malfunctioning facilities or conditions that may break, malfunction, or interrupt the public's use of the parks or facilities.
- L. All insects, diseases, rodents, snails, slugs and other like pests shall be controlled by the Contractor. All control measures shall be first approved by the Parks Superintendent, with written recommendations from the Contractor's Pest Control Advisor prior to application. **Rodent control is a part of this Contract.** All rodent activity should be controlled as soon as possible. Rodents include gophers, ground squirrels and rats. Rodent control must be carried out in a manner as to prevent any possible danger to non-targeted animals.
- M. **The Contractor shall submit to the City a Monthly Chemical Use Report for all pesticides used regarding this Contract. Additionally, on an annual basis and prior to any specific pesticide use the Contractor shall supply to the City of Dana Point the following:**
 - 1. **A copy of your and/or of your subcontractor's (whoever applies any pesticide) State CDPR Operator ID Number and Orange County Registration Number.**
 - 2. A copy of the Pest Control Advisor recommendation form prescribing the control method(s) for the specific pest and pesticide.
 - 3. A copy of all label and labeling appropriate for the pesticide and target organism.
 - 4. A copy of the MSDS sheet for the pesticide.

All pesticide use material (refer to items 1-4 above) shall be submitted to the City, for approval by the Parks Superintendent, prior to application. New recommendations made throughout the year shall also be given to the City prior to implementation. Pesticide applications **must** follow all local, state and federal laws and regulations.

Additionally, each month the following information for each pest control operation shall be given:

- 1. Date of application.**
- 2. Name of the person applying the pesticide and state license number.**
- 3. Location of the property treated (be as specific as possible).**
- 4. Target pest and host plant, as applicable.**
- 5. Pesticide used, including the US EPA or State registration number.**
- 6. Total amount of pesticide applied.**

N. The Contractor shall comply with the City of Dana Point's Integrated Pest Management Policy (IPM) and Implementation Guidelines. This includes having someone on staff with knowledge of pest identification and assisting the City in the IPM's inspection and reporting requirements.

2. SPECIFIC LANDSCAPE MAINTENANCE REQUIREMENTS

A. Drainage Facilities

All drainage structures (e.g., catch basins, V-ditches, area drains) within the Contract areas shall be checked and cleaned monthly or as needed to insure consistent unrestricted water flow.

Any damage to structures shall be reported immediately to the Parks Superintendent.

B. Irrigation System Maintenance

1. The Contractor shall maintain all irrigation systems in a professional, operable condition at all times. This includes but is not limited to controllers, back-flow devices, moisture sensors, manual and remote control valves, wiring, pipes, vaults, sprinkler heads and quick coupler valves. The Contractor shall **not** be responsible for the water meter assembly except if Contractor's operations cause damage to these items. Irrigation systems inspection and repairs shall be reviewed with the Parks Manager on a weekly basis.

a. Repair and adjust all sprinkler heads to maintain proper and uniform water application. The Contractor will adhere to all State and local regulations accordingly.

b. Adjust water application to compensate for changes in weather. Contractor will be responsible for damages occurring due to under watering or over watering. Every effort is to be made to conserve water while ensuring the optimum health of the landscape.

- c. Contractor shall turn off irrigation system controllers during periods of rain.
 - d. All replacements are to be made with original type material or better; all substitutes shall be approved by the Parks Superintendent.
 - e. Repair or replacement of equipment damaged as a result of Contractor's negligence shall be replaced at the Contractor's expense.
 - f. Material substitutions must be approved by the Parks Superintendent.
 - g. Necessary irrigation repairs shall be made prior to the next irrigation cycle.
 - h. Irrigation programming charts will be included in each monthly report.
 - i. Areas that require irrigation will have such accomplished no later than 6:00 a.m.
- 2. Turf shall be mechanically pruned around sprinkler heads on a regular basis to insure the proper operation of the system.
 - 3. Irrigation systems shall be thoroughly inspected by operating all control valves and checking for proper coverage, leaks, valve actuation, proper timing and other operational conditions. Such inspection shall be made at least once per week; however, the Contractor shall be responsible for the proper operation of the system at all times and shall provide for obvious repairs as they occur.
 - 4. In the case of routine replacement of worn or damaged sprinkler parts, the City will pay for replacement materials. Labor charges are to be included in the Contract Scope of Work.
 - 5. In the case of vandalism, the City will pay for replacement materials and labor. Prior to replacement, the Contractor will **photograph the vandalized item and include in the monthly report**. Costs for repair of vandalized items are to be identified separately on invoices to the City.

6. The contractor is responsible for notifying the City of irrigation system design deficiencies. Submit written notification of deficiency along with recommendation and cost statement prior to correction. Make improvements as extra work if authorized by City.
7. Each Irrigation Tech shall have a company vehicle. Vehicles shall be equipped with tools and supplies required to complete tasks. All company vehicles must not be older than 10 years old and kept clean and in acceptable condition determined by the Parks Superintendent.

C. Turf Maintenance

1. All turf areas are to be mowed once per week. No turf clippings are to be removed and disposed of off-site unless specified. All turf areas are to be serviced by mulching mowers capable of leaving the turf in a well-groomed appearance with a minimum of desiccated turf clippings.
 - a. Frequency of mowing shall be scheduled so that no more than one-third $\frac{1}{3}$ the height of the grass is removed.
 - b. Borders shall be edged at each mowing.
 - c. Clippings shall be mulched in turf area unless otherwise directed by the City. The City promotes the use of grass cycling, whereby grass clippings are cut and recut several times before falling back into the soil where they will quickly decompose.
 - d. Mechanically prune around sprinklers as needed to provide proper and unobstructed irrigation. The cutting of holes around sprinklers shall **not** be permitted.
 - e. Turf around trees shall be chemically controlled for a 18" distance from the base of the tree on each side.
 - f. Prune around vaults, posts and other similar structures twice a month.
 - g. Pick up litter prior to mowing.
2. Mow turf to the following heights:
 - a. Warm season turf grass, including bermuda and kikuyu turf: $\frac{3}{4}$ -inch to $1\frac{1}{4}$ -inches.

- b. Cool season turf grass, including bluegrass, perennial rye and tall fescues: 1½-inches to 2½-inches.
- 3. Vertical mowing (de-thatching) of warm season grasses shall be done once per year in October or at time decided by Park Manager. Thatch is to be disposed of off-site at a composting facility, i.e. Tierra Verde in Irvine, or similar facility.
 - a. Depth of cut shall be sufficient to remove thatch without damaging crown of turf plant.
 - b. Overseeding with appropriate seed may be required at certain sites and is the Contractor's responsibility to perform. Overseeding shall be coordinated with the City.
- 4. All turf shall be fertilized using a homogenous, pelletized material at least three (3) times per year. Heavily used turf areas may need additional fertilization. Apply homogenous, pellet or granular at the following rates and time:
 - March: 16-6-8 (Turf Supreme) fertilizer at the rate of 10 pounds per 1,000 square feet.
 - June: 16-6-8 (Turf Supreme) fertilizer at the rate of 10 pounds per 1,000 square feet.
 - October: 35-0-0 (Ammonium Nitrate) fertilizer at the rate of 5 pounds per 1,000 square feet, mixed with 16-6-8 (Turf Supreme) fertilizer at the rate of 10 pounds per 1,000 square feet.

Material shall be applied using a rotary type spreader, insuring uniform overlap. All excess fertilizer deposited on sidewalks, parking lots and other hardscape areas shall be properly cleaned and removed.

All materials must be approved by the Parks Superintendent prior to use. Quantities used must be submitted to the Parks Superintendent on a Completed Work Request form. Notify Parks Superintendent 72 hours in advance of application to request inspection for verification purposes.

5. Appropriate fungicide, weed control, and insecticide materials shall be applied to all turf areas throughout the year on a curative basis. Turf areas must be maintained in a weed-free state by removing all broadleaf weeds. Chemical control of broadleaf weeds shall be initiated as needed on all turf.
6. Aerate all turf areas as least one time per year. Notify the Parks Superintendent prior to aerification. Heavily used turf areas may need additional aerification.
 - a. Aerate all turf with a mechanical aerator set with ½-inch core spoons at not more than 6-inch spacing, with 3 inch spacing being ideal.
 - b. Disperse cores with rotary mower. Remove and dispose all cores.
 - c. Contractor is responsible for locating and marking all sprinkler system components prior to aerification.
7. Irrigate as necessary to maintain proper growth rate, optimum appearance, and the health of the turf plant.
 - a. Irrigation must be scheduled to avoid under or over watering.
 - b. Hand water where necessary.
 - c. **Check operation of irrigation weekly, or more often when conditions warrant, insuring proper operation of irrigation system.**
8. Control all pests as necessary to provide a healthy and safe environment for plants and public.
9. **Visually check all turf areas on a weekly basis for pest, fertility, irrigation, damage and other needs. Correct as necessary. Fill in uneven turf surfaces to prevent trip hazards. Adjust height of irrigation heads.**
10. Scheduling of mowing and turf care maintenance times will be approved by the City. Attention to public use will dictate schedules, and noise levels will be kept to an acceptable minimum at all times.

D. Ground Cover Maintenance

1. All ground cover areas shall be maintained in a pruned and weed-free condition.
 - a. Weeds shall be removed upon appearance. **Weed removal shall be done on at least a weekly basis.** A pre-emergent herbicide may be used where appropriate in shrub and ground cover beds to inhibit weed growth. Weeds not killed with herbicides shall be removed manually. Plants killed by weeds, and chemicals, etc., shall be replaced by the Contractor at his expense. Weeds shall be controlled and not allowed to reach an objectionable height, as determined by the Parks Manager. Bark mulch will be used on bare ground areas between plant materials to prevent weed growth.
 - b. Ground cover areas shall be fertilized at least once per year in June with 15-15-15 commercial fertilizer, at a rate of 6 pounds per 1,000 square feet.
 - c. Prune and edge as necessary to restrict growth from encroaching on sidewalks, curbs, landscape lights, turf areas, shrubs, roadways or other adjacent areas. Growth retardants may be used. A minimum separation of 6" shall be maintained off all hardscape and differing landscape, i.e. shrubs and trees unless specifically excluded.
 - d. Irrigate as required to maintain adequate growth and reasonable appearance. Hand water where necessary.
 - e. Control pests, including insects and diseases, as necessary to maintain a healthy environment for plant growth.
 - f. Bare ground cover areas shall be kept cultivated and raked of all debris. Areas may be maintained in a mulched condition if approved by the City in writing.
 - g. All debris shall be removed from all ground cover areas on an as needed basis, but at least once per week, and to the satisfaction of the Parks Manager.
 - h. Decomposed granite walkways, like those at Sycamore Creek Trail, Lantern Village Community Park, Lot 10 C and Calle Paloma shall be maintained on a weekly basis to remove any rutting or water ponding.

E. Shrub, Vine and Tree Maintenance

1. Shrubs shall be maintained in a safe and reasonably pruned appearance by proper shaping and pruning to promote the plant's natural character.
 - a. Monthly prune all shrubs to maintain the size and shape specified by the Parks Superintendent.
 - b. Pruning shall be accomplished to maintain a "natural" appearance.
 - c. Control pests as required, including slugs, snails, rodents and insects.
 - d. Remove all dead, diseased or damaged branches back to a side branch. Do not leave branch stubs. Stubs shall be cut back to branch collar.
 - e. Application of an iron chelate fertilizer or other micronutrients shall be made as needed throughout the year to maintain a healthy, vigorous growth and foliage.
 - f. Irrigate as required to maintain adequate growth and appearance. Hand water where necessary.
 - g. Careful attention not to prune or prune shrubs prior to blooming shall be made. At the conclusion of blooming of plants such as azaleas, camellias and raphiolepis, all blooms shall be pruned off or otherwise removed. Flower stalks on agapanthus, daylilies, morea and other similar plants shall be removed after blooming.
 - h. All bare shrub bed areas shall be raked weekly to remove all litter and other debris. Maintain a minimum 3" layer of clean mulch in all bare shrub beds to reduce weeds, the need for herbicides and to conserve water.
 - i. Growth of woody plants shall be encouraged except where it interferes with circulation, maintenance activities, roadways, drainage facilities, fence lines or other structures. Dead branches of plants shall be removed regularly.
 - j. Prune plant material regularly adjacent to curbs, sidewalks and roadways to provide for proper, unobstructed circulation.

- k. Any paper, weeds, cans, or other litter found in ground cover/shrub beds shall be removed at least on a weekly basis.
- l. Shrub areas shall be fertilized at least once per year in June with 15-15-15 commercial fertilizer, at a rate of 6 pounds per 1,000 square feet.
- m. All shrub areas shall be cleaned on an as needed basis, but at least once per week and to the satisfaction of the Parks Superintendent.

F. General Grounds Policing

- 1. The Contractor shall provide general grounds inspection at each site visitation.
 - a. Remove all litter and other debris from site. Contractor shall check and clean facility plus adjacent curb gutters, tree wells, sidewalks, walkways and other similar features.
 - b. Any and all animal feces or materials detrimental to human health shall be removed daily from all Contract sites.
 - c. Remove all refuse from City receptacles at Contract sites each Monday, Wednesday, Friday and Sunday during the year. Replace trash receptacle liners. Contractor shall provide approved plastic liners for all trash cans at Contractor's expense. It shall be the Contractor's responsibility to maintain appropriate numbers and placement of trash receptacles. The City will provide litter receptacles. Contractor shall also replace all "doggy bags" in each dispenser at each park site on an as needed basis. City shall provide the liners. Failure to remove litter from receptacles may result in deduction of payment for that date or week.
 - d. Provide safety and facility inspection and immediately report any deficiencies to the Parks Superintendent. Contractor shall be responsible to report below standard conditions of all structures and fixtures, including but not limited to:
 - 1. Light standards and fixtures
 - 2. Walls, fences, gates
 - 3. Trash dumpsters
 - 4. Signage
 - 5. Graffiti

6. Buildings, sidewalks, stairs and bridges
7. Drinking fountains
8. Playground Equipment

Photos of must be taken and sent to the Parks Superintendent when reporting by mobile device.

- e. All contract area barbecue grills shall be emptied of all ashes weekly during summer bi-weekly in non-summer months.
- f. Park amenities such as signs, benches, exercise equipment, trash receptacles, and picnic tables will be cleaned on a weekly basis or more often as needed.
- h. Contractor will be responsible for opening restrooms in the morning all week, including weekends and holidays.
Contractor will also be responsible for opening the gates to the trails at the Nature Interpretive Center, Strand Vista Park and the Revetment Walkway.

G. Sports Field and Court Maintenance

1. The Contractor shall be responsible for providing all labor and materials necessary for the upkeep of sports fields and courts. Since sports fields and courts are high-use facilities, maintenance operations must be performed during short breaks in athletic scheduling to accomplish required field and court care.

Del Obispo Park contains one (1) basketball court, two (2) tennis courts, and one (1) handball court. **(The three baseball fields are not parts of this proposal.)** Courts shall be pressure washed weekly.

Thunderbird Park contains one (1) basketball court, and one (1) t-ball field.

Dana Crest Park contains one (1) basketball court.

2. The Contractor shall provide sports field maintenance and sports court cleaning on the following schedules:
 - a. Tennis, handball, and basketball courts will be cleaned with the use of a power blower or broom two (2) times per month, and water washed once a month. Water washing will be done with a water-conserving, professional court cleaning device to be approved by the City. Care will be given to remove all

foreign substances during cleaning. When water-washed, squeegees or rollers will be used in order to remove excess water following cleaning and to guarantee the safety of the court users. Remove all litter and other debris from site. Contractor will inspect surfaces for wear and/or damage, and report same to the City.

3. Daily provide safety and facility inspection and immediately report any deficiencies to the Parks Superintendent. Contractor shall be responsible for safe conditions of parks and report below-standard conditions of all structures and fixtures, including but not limited to:
 - a. Light standards and fixtures
 - b. Walls, fences, gates
 - c. Trash dumpsters and receptacles
 - d. Signage
 - e. Graffiti
 - f. Backstops
 - g. Foul posts
 - h. Basketball standards and nets
 - i. Buildings and hardscape

H. Playgrounds and Playground Equipment

1. The Contractor shall provide daily inspection of all playground equipment for vandalism and safety hazards and report all deficiencies to the City immediately.
 - a. Maintain play areas weed-free. Clean sand off steps, walkways, concrete pads, and play equipment platforms daily. Pick up and dispose of broken glass or any other unsafe objects daily.
 - b. Remove daily from all Contract sites any and all animal feces or materials detrimental to human health.
 - c. Clean, rake, and sweep playground surfacing daily to remove leaves and debris. **This will be strictly monitored for compliance.** All sand areas will be raked level and kept free of any foreign debris. Sidewalk adjacent to sand areas will be swept daily. Rototill all sand areas with washed plaster sand on a monthly basis. All sand areas shall be rototilled to the maximum depth that will allow complete loosening of the sand but will not cause lower base materials to be mixed in. After rototilling, all areas shall be raked level. Playgrounds with "Fibar" bark chips will be rototilled four times a year. Keep

sand and "Fibar" level surface to a proper safety level of twelve to fifteen inches (12" to 15") daily. Note: The City will pay for additional playground sand and Fibar bark chips that may be required.

- d. Maintain an inspection log daily and submit with monthly report.

III. LIST OF ATTACHMENTS

Attachment A	Landscape Maintenance Locations
Attachment B	Maintenance Frequency Summary
Attachment C	Sample of Landscape Action List Request Form
Attachment D	Sample of Maintenance Schedule Form
Attachment E	Sample of Compost/Recycling Trash Report Form

ATTACHMENT A

LANDSCAPE MAINTENANCE LOCATIONS

A.	<u>LOCATION (CONTRACT AREA 1)</u>	<u>ACREAGE</u>
1.	<u>Blufftop Trail</u> Amber Lantern to Violet Lantern	0.16
2.	<u>Chloe Luke Overlook</u> Camino Capistrano at Camino De Estrella	0.23
3.	<u>City Plaza</u> 33282 Golden Lantern	1.55
4.	<u>Creekside Park</u>	6.33
5.	<u>Crystal Cove Park</u> (including slope down 25044 Via Elevado to PCH)	2.08
6.	<u>Dana Crest Park</u> 24461 Josiah Drive	3.1
7.	<u>Dana Woods Park</u> 24900 Dana Woods	3.5
8.	<u>Del Obispo Community Park</u> 34052 Del Obispo Street	3.35
9.	<u>Harry Otsubo Community Gardens</u> 24081-1/2 Meridian Drive	2.0
10.	<u>Heritage Park</u> 34400 Old Golden Lantern	6.9
11.	<u>La Plaza Park</u> Pacific Coast Hwy. at La Plaza	1.2
12.	<u>Louise Leyton Park</u> 25922 W. Dana Bluffs	1.2
13.	<u>Palisades Gazebo Park</u> 26401 Palisades Drive	0.71

14.	<u>Pines Park</u> Camino Capistrano	4.0
15.	<u>Sea Canyon Park</u> 33093 Santiago Drive	7.0
16.	<u>Nature Interpretive Center</u> Scenic Dr.	.09
17.	<u>Sea View Park</u> 25262-1/2 Manzanita	0.22
18.	<u>Shipwreck Park</u> 33972 Golden Lantern	0.16
19.	<u>Sunset Park</u> 33345 Calle Naranja	3.0
20.	<u>Sycamore Creek Trail</u> Between Quail Run and Stonehill	5.2
21.	<u>Thunderbird Park</u> NE corner of Stonehill & Ocean Drive	4.5
22.	<u>Lantern Bay Community Park</u> NE corner of Golden Lantern & Dana Point Harbor Dr.	16.6
23.	<u>Sampson Overlook</u> End of Blue Lantern	.15
24.	<u>Calle Paloma</u> Calle Paloma and Los Robles	.5
25.	<u>Lantern Village Community Park</u> La Cresta and Violet Lantern	.3
26.	<u>Strand Vista Park</u> Selva Rd. and Dana Strand Rd.	1.27
27.	<u>Switchback Trail</u> Selva Rd.	.3
28.	<u>Revetment Walkway</u> Strand Beach	1.73

Total Acreage = 77.60

B. RIGHT-OF-WAY AREAS (CONTRACT AREA 2)

1. Ruby Lantern (Median)
2. Blue Lantern (Median, Parkway)
3. Crown Valley Parkway (Median)
4. Camino De Estrella (Medians, Parkway)
5. Capistrano/Via Sacramento (Median)
6. Camino Capistrano/Calle Fortuna (Triangle)
7. Calle Naranja/Calle Carmelita (Triangle)
8. Dana Hills High School (Parkway)
9. Golden Lantern (Medians, Parkways, Slopes)
10. Las Palmas Median (Triangle)
11. Niguel Road (Medians, Parkway)
12. Selva Road (Slope, Parkway, Median)
13. Stonehill Drive (Medians, Parkways, Slopes)
14. Victoria Boulevard (Parkway)
15. Calle Dolores (Triangle, Median)
16. Doheny Village Landscape (Planters, Parkways)
17. Town Center Landscape (Planters, Parkways)
18. Acapulco Drive (Parkway)
19. Blue Fin Planters (Parkway)
20. Del Obispo (Median, Parkway)
21. Pacific Coast Highway (Tree wells, Median)
22. Calle Maria Triangle (Triangle)
23. Seven Seas (Median)
24. PCH Bridge (Parkway)
25. PCH to Selva Pathway
26. Selva Rd. Lot BB (Parkway)
27. Green Lantern Median
28. La Cresta Medians
29. Del Prado Medians, Parkways, Tree Vines
30. Palisades Parkway and Triangle
31. Doheny Park Rd. Median
32. Camino Capistrano and Victoria Parkway
33. Salt Creek Bike Path Trash
34. Doheny Park Rd. Parking Lot
35. Golden Lantern Grant Parkway
36. Zephyr Park North and South
37. Sepulveda Parkway

C. CITY ENTRANCE SIGN PLANTERS (CONTRACT AREA 2)

1. Doheny Park Road
2. Stonehill Drive
3. Del Obispo Street
4. Camino De Estrella
5. Golden Lantern
6. Niguel Road
7. Pacific Coast Highway
8. Crown Valley Parkway
9. Camino Capistrano

ATTACHMENT B

MAINTENANCE FREQUENCY SUMMARY

The following maintenance frequencies indicated are taken from the contract documents in the Special Provisions section. The summary indicated on this attachment is the **minimum level of service** required. The Contractor will be required to maintain the areas per the contract specifications, regardless of the needed frequency.

<u>FUNCTION</u>	<u>MINIMUM FREQUENCY</u>
1. <u>Drainage Facilities Check and Clean</u>	Monthly
2. <u>Irrigation Inspection</u>	Weekly
3. <u>Turf Maintenance</u>	
Mowing	Once per week
Edging	At each mowing
Clipping Removal	At each mowing
Weed Whip	Twice per month
Fertilize	3 times per year minimum
Vertical Mow	Once per year
Aerate	1 time per year minimum
Pest Control	As needed
Overseeding	As required
4. <u>Ground Cover Maintenance</u>	
Prune	Approximately monthly
Fertilize	Once per year
Pest Control	As needed
Visual Inspection/Debris, Litter Removal	Weekly
Weeding	Weekly
5. <u>Shrub, Vine and Tree Maintenance</u>	
Prune	Monthly
Fertilize	Once per year
Restake/Check	Monthly
Visual Inspection/Debris, Litter Removal	Weekly

	Weeding	Weekly
6.	<u>Grounds Policing</u>	
	Each site	Visit Daily
	Empty Trash Receptacles	Mon, Wed, Fri, Sun
	BBQ Grill Ashes	Weekly During Summer/Bi- Weekly During Non- Summer
	Clean Steps	Daily
7.	<u>Sports Court Cleaning</u>	
	Dry Cleaning	Twice per month
	Washing	Monthly
	Sports field renovation	Every Winter
	Visual Inspection	Weekly
8.	<u>Playground Areas</u>	
	Cleaning/Raking	Daily
	Rototill Sand and/or Chips	Monthly
	Visual Inspection	Daily
	Maintain Safe Play Surface Level	Daily

ATTACHMENT C
City of Dana Point
Sample Landscape Action List

Contractor: _____

Week of: _____

Item # / Action Item

Estimated Cost Item # _____

Projected completion

date: _____

Extension completion

date: _____

Reason for extension

--

Actual completed

date: _____

--

City of Dana Point

Representative: _____

Company

Representative: _____

Attachment D
Maintenance Schedule Forms

SAMPLE

LAST WEEKS ACCOMPLISHMENTS

Sunday, July 14

Monday, July 15

- Completed major cleanup of all Golden Lantern medians/parkways/slopes, Acapulco parkway/corner, Harry Otsubo Gardens and La Cresta park area.

Tuesday, July 16

- Completed major cleanup of Town Center tree wells and all city entrance signs (8).

Wednesday, July 17

- Completed major cleanup of Camino Capistrano parkways.
- Hauled trash out of San Juan Creek trail.

Thursday, July 18

- Mowed and edged Niguel medians/parkway and Crown Valley medians.
- Completed major cleanup of Capo Beach triangles (5), Palisades Gazebo Overlook, Chloe Overlook and Camino Estrella medians/parkways.

Friday, July 19

- Read all water meters and recorded readings.
- Completed major cleanup of Crown Valley medians/parkways and Seven Seas median.

Saturday, July 20

- Picked up litter and hauled trash away at Creekside, Heritage, Sea Canyon Parks.
- Inspected park for hazards and corrected hazard or coned area off from public use.

Attachment E
CITY OF DANA POINT
GREENWASTE RECYCLING REPORT FORM

Contractor shall report the following every thirty (30) days to the office of the Parks Manager, City of Dana Point.

Total Greenwaste Generated from City of Dana Point _____ tons.

Material Type

_____ Herbaceous
_____ Semi-Herbaceous
_____ Hardwood

Diversion Site/Address

Green Waste/Pruning (Mulch)

Reused:

Reused in City of Dana Point	Location	_____
	Tons	_____
Reused outside City of Dana Point	Location	_____
	Tons	_____

Report shall be submitted monthly to City of Dana Point, Parks Superintendent, 33282 Golden Lantern, Dana Point, CA 92629.